

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

LILLIE HOPSON,
Plaintiff,

v.

MARK DIAMOND, and foreign corporations
CREDICORP CORPORATION and
CONTIMORTGAGE CORPORATION,
Defendants.

00C

Jury Demand

5061
Case No.

Judge

MAGISTRATE JUDGE NOLAN

DOCKETED

COMPLAINT

AUG 18 2000

FILED
AUG 17 2000
U.S. DISTRICT COURT
EASTERN DIVISION
NORTHERN DISTRICT OF ILLINOIS
JUDGE LEINENWEBER

This is a case in which the Plaintiff, Lillie Hopson (“plaintiff” or “Ms. Hopson”), an elderly, blind woman, who depends entirely on Social Security disability payments, alleges that defendant Mark Diamond (“defendant” or “Diamond”), acted under an unconscionable scheme designed to do her out of her property—her home—and in doing so, obtained in connection within the course of providing financing for plaintiff to pay for the installation of gutters on her home, that he himself would loan her the money to pay for the gutters and for back taxes on the property, which had become his, and for a security deposit, as she had become a tenant on his property, with an obligation to pay rent to him for ten years, whether or not she exercised an option to repurchase her home from him for an additional \$10,000, charging her for expenses relating to his obtaining a mortgage, on what had been her property, of some \$40,000, for his own use.

Not only did Diamond fail to provide Ms. Hopson with any federally-mandated disclosures relating to the payment of the loans, but he also failed to rescind all contractual obligations upon her timely demand. When caught, Diamond, as part of his scheme, tried

to get out it by re-deeding the property and has asserted that he has paid the mortgage, while leaving loans and a trail of his ill deeds outstanding.

Plaintiff, through her attorneys, on personal knowledge as to her own affairs and on information and belief based on the investigation and analysis of her counsel, alleges for her complaint against defendant Diamond and defendant mortgage companies involved, as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction for this case under the Real Estate Settlement Procedure Act ("RESPA"), 12 USC §2607, *et seq.*, and the accompanying federal regulations, 24 CFR §35.00.14(c)28 USC §1331; under the Truth in Lending Act ("TILA"), 15 USC §1601, *et seq.*, 12 CFR §226.18, and Regulation "Z", @226.18(d); and, pursuant to the Court's supplemental jurisdiction, 28 USC §1357, under the Illinois Consumer Fraud & Deceptive Practices Act ("ICFA"), 815 ILCS §Sec. 505, and Illinois common law.

2. Venue is proper as both plaintiff and the principal defendant reside in, all of the defendants do business in, the acts complained of occurred in, and the property in question is located in Chicago, Cook County, Illinois, within this District and Division of the Court.

THE PARTIES

3. Plaintiff Lillie Hopson, 65 years old, single, disabled, totally blind in her right eye with severe sight restrictions in her left, and suffering from respiratory and other illnesses, is dependent entirely on Social Security disability payments for her support. She is unschooled, unsophisticated, and inexperienced in ways of finance, deeds, home improvement loans, mortgages, and unlawful schemes and practices connected with them.

4. From 1990, through the date of this instant complaint, and at all times relevant to this complaint, plaintiff has lived in her principle and only residence at 64 E. 102nd Place, Chicago, Illinois 60628 ("the property"), which she had inherited through intestacy, with her three brothers, from their deceased parents, Eula Mitchell and Roosevelt Mitchell, and which is legally described as follows:

LOT 127 OF THE EAST 1/2 OF LOT 128 IN ROSELAND HEIGHTS BEING A SUBDIVISION OF ALL OF LOTS 2 AND 3 AND THAT PART OF THE SOUTH 5/7 OF LOT 4 LYING WEST OF MICHIGAN AVENUE IN PETER BOON AND OTHER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK, COUNTY, ILLINOIS.

5. Prior to the events described here, defendant Mark Diamond was experienced in the ways of residential property financing, having had an Illinois Real Estate Broker's License, having served as a loan officer for the Dolphin Mortgage Company, during the course of which he arranged for countless residential loans and related loans, including more than four in the year prior to July 11, 1997. Defendant Diamond had superior knowledge and expertise compared to plaintiff.

6. At all times relevant to this complaint, Diamond operated his own real estate and real estate financing business out of an office at 2355 N. Damen Avenue, or from his residence at 360 E. Randolph Street, in Chicago, Cook County, Illinois, either under his own name or under the name of United Residential Services. Defendant Diamond used the United States mails and the telephone in the course of such activities and was engaged in commerce.

7. Defendants Credicorp Corporation and Contimortgage Corporation are foreign corporations doing business in this district and division of the Court and are named as

necessary parties, Credicorp having issued a mortgage on the property to the benefit of defendant Diamond, whether through United Residential Services or otherwise, and having sold the mortgage to Contimortgage during times relevant to this complaint.

DEFENDANT MARK DIAMOND'S SCHEME

8. Defendant Diamond, under a scheme to prey upon owners of residential property through device and artifice designed:

a. to obtain acknowledgment through telemarketing from a home owner that he or she was in need of certain home repairs and an expression of the owner's inability to pay for such needed work;

b. to represent by a follow-up statement through telemarketing that financing could be obtained for the repairs;

c. to cause such identified home repair work to be initiated on the property, before obtaining a contract, for the purpose of inducing the owner to believe that (s)he was obligated to sign papers to obtain a loan to pay for the work; and, thereafter,

d. to himself call upon the owner, with his superior knowledge and ability in regard to home lending, holding himself out as able to assist the owner in obtaining a loan to pay for the work;

e. making such representations falsely, with no intention to obtain a loan to pay for home repairs, but to induce the owner, under the understanding and expectation of such a loan, to sign papers prepared by Diamond, which involved:

i. clearing title in the home owner, by preparing deeds, as necessary, for transfers to the home owner of any filial or other interests in the property;

ii. transferring ownership to Diamond, without fair or adequate consideration;

iii. in some instances, having ownership converted to a tenancy, and providing an illusory or rapacious repurchase option, without disclosing the terms of such a loan; and

iv. himself advancing money to pay for the home repairs, to avoid mechanic's liens, to pay back taxes, and to qualify the property to be mortgaged, for his own interest, loaning the former home owner the money for a security deposit for the tenancy, all without disclosing the terms of such loans;

v. charging the former home owner the expenses for transferring the property into Diamond's name, and for his obtaining mortgage financing on the property, for his benefit, all without performing any services for such former home owner; and

vi. obtaining, as part of the scheme, and without consideration, an unenforceable statement of awareness of, and a waiver of, all legal rights, for the purpose of leading the signatory to believe it;

f. when confronted, whether by officials or former home owners who have obtained counsel, re-deeding the property to the home owner, in an effort to moot or avoid complaints against him, asserting that the mortgage had been paid, leaving the loans, charges and liabilities outstanding; and, in addition,

g. baselessly threatening to seek sanctions if a federal action were to be filed by the home owner.

9. As the first step in Diamond's scheme involving Ms. Hopson, he induced her to obtain the signatures of her brothers on quit claim deed, conveying their interests in the property to her, making her the sole owner. Diamond then induced plaintiff to execute a quit claim deed to the property to him.

10. Under the guise that signing the remaining papers was a necessary step for the loan, Diamond induced plaintiff on the same day, under her belief that such actions were necessary for him to assist her, to execute the following documents, prepared by and for Diamond, none of which did Ms. Hopson have the opportunity to read or the capacity to comprehend or to otherwise understand:

a. Exhibit A: an executed quit claim deed, purportedly conveying the property to Diamond, with the recitation for "a consideration of \$10.00" for the property.

b. Exhibit B: an "Affidavit of Transaction," purportedly waiving all rights applicable under the laws of Illinois and of the United States, and agreeing that plaintiff would pay all of Diamond's transaction costs, including costs of his borrowing against the property for his own interest, and providing for Diamond, himself, to loan plaintiff the money to pay for the gutter installation, and to pay her delinquent taxes and security rent deposit as a tenant, without disclosing the terms of such loans, reading *in hic verba*:

AFFIDAVIT OF TRANSACTION

I, LILLIE HOPSON AFTER BEING DULY SWORN UPON STATE AS FOLLOWS:

1. THAT I WAS IN POSSESSION AND WAS INTITLED [sic] TO THE PROPERTY COMMONLY KNOWN AS 64 E. 102nd PL., CHICAGO, ILLINOIS, 6028 THAT [sic] I UNDERSTAND AND AM [sic] RESPONSIBLE FOR THE FOLLOWING EXPENSES (INCLUDING ANY TAX CONSEQUENCE), WHICH ARE RELATED TO THIS TRANSACTION, AND HEREBY AUTHORIZE THE DISBURSALS AS FOLLOWS:

A	SIDEALL AMERICA	\$3,350.00
B	REAL ESTATE TAXES (est)	\$300.00
C	S&S CONSULTANTS	\$200.00
D	BUYER'S CLOSING COSTS	\$658.00
E	BUYER'S POINTS, PAID TO ITS LENDER	\$300.00
F	RECORDING	\$235.00
G	DEATH CERTs [sic]	\$31.50
H	PROPERTY INSURANCE	\$524.00
I	APPRAISAL	\$250.00
J	CREDIT REPORT	\$25.00
K	INTERCOUNTY (TRACT SEARCHES)	\$467.00
L	LEGAL FEES	\$1,000.00
M	TO LILLIE HOPSON (FOR SECURITY DEPOSIT)	\$1,000.00
N	TRANSACTIONAL FEE	<u>\$1,659.50</u>

TOTAL DISPERSAL \$10,000.00

4 THAT I ACKNOWLEDGE THAT I AM UNABLE TO SECURE ANY TYPE OF FINANCING AND HAVE EXHAUSTED ALL MEANS OF DOING SO, AND HEREBY ACKNOWLEDGE THAT I AM WILLING TO CONCLUDE THIS TRANSACTION AS COMPLETED ON THIS DAY OF JULY, 11TH 1996.

5 THAT I ACKNOWLEDGE THAT I HAVE HAD ALL OF MY QUESTIONS ANSWERED AND FULLY UNDERSTAND THIS TRANSACTION.

6 THAT I ACKNOWLEDGE THAT THE LAWS OF THE STATE OF ILLINOIS AND THE UNITED STATES MAY HAVE AN IMPACT UPON THIS TRANSACTION, AND AGREE TO WAIVE OUR [sic] RIGHTS THEREUNDER.

7 AFFIANTS [sic] FURTHER SAY NAUGHT.

/S/ Lillie Hopson (with no provision for a Notary or Seal)

c. Exhibit C: a Lease on the property to plaintiff, as tenant, and United Residential Services, as landlord, for a term of ten years, at a monthly rental of \$150.00; and (Exhibit C(2)), a Rider to the Lease, providing plaintiff with a so-called option, under which she would be obligated to pay rent for the entire, unexpired portion of the ten-year lease, even if she earlier repurchased the property, providing *inter alia*:

1. the tenant, Hopson, in addition to rent, must pay all expenses monthly for taxes, insurance, and related expenses; and for an

2.-3. option to be exercised on or before the end of the rental term--upon the final payment of rent for the unexpired portion of the 120 month term---entitling the tenant to repurchase the property for \$10,000, plus costs and fees associated with the transfer of title; alternatively,

4. the tenant would be entitled to extend the lease (with undefined terms as to rent or period of such tenancy).

These documents are each part of Diamond's sham, all to Ms. Hopson's detriment and Diamond's benefit.

11. The quit claim deed, which had been conveyed from plaintiff to Diamond was recorded in the Office of the Recorder of Deeds of Cook County (document/case, no. 97139326, dated 02/28/97), in the course of Diamond's obtaining a mortgage on the property, in the amount of some forty thousand (\$40,000) dollars, to his own interest (RESPA Statement, Ex. D), on the property from defendant Credicorp, Inc., and, subsequently, Credicorp conveyed the mortgage interest on the property to defendant Contimortgage Corp. (document/case no.993667035, dated 04/16/99).

12. Plaintiff first learned of these recordings upon her counsel's obtaining a Title Report from the Chicago Title & Trust Company on the Property on or about October 18, 1999. Ex. E.

13. On March 8, 2000, plaintiff, by counsel, filed in the Circuit Court of Cook County, Illinois, Chancery Division, a Petition to Quiet Title and Rescind Contracts, Hopson v. Mark Diamond, d.b.a. Credicorp and Centimortgage Corp., No. 00CH03729, setting out Diamond's wrongdoing and reciting their essence in Exhibits A, B and C.

14. By certified letter dated April 4, 2000, by counsel, plaintiff demanded rescission of all financing contracts or consumer loan transactions entered into with Diamond. Ex. F. Diamond refused and instead, by letter from his then counsel, demanded a secured promissory note from plaintiff in the amount of \$9,000 for a re-transfer of the property, with a threat of seeking sanctions if an action were filed under federal law. Ex. G.

15. Under the expectation of plaintiff's filing the present action, defendant Diamond, by new counsel in a letter dated August 4, 2000, has informed the undersigned, that Diamond has quitclaimed his interest in the property to plaintiff and that the quit claim deed has been recorded. Ex. H. By letter dated August 8, 2000, Diamond's counsel wrote that the mortgage made by Diamond on the property has been paid, contending that monies had been paid on plaintiff's account, and overlooking entirely the three loans from Diamond to plaintiff. Ex. I. Pending before the state court is Diamond's motion for dismissal with prejudice of the state court action based on his re-deeding the property to Ms. Hopson, and his purported payment of the mortgage; and, Ms. Hopson's cross-motion to take a non-suit, without prejudice, because of her filing of this action in this Court, raising the full panoply of Diamond's wrongs under both federal and state laws.

COUNT I
Violation of RESPA

1-15. Plaintiff adopts paragraphs 1-15 of her complaint as paragraphs 1-15 of Count I.

16. Defendant Diamond violated the provisions of the Real Estate Settlement Procedures Act ("RESPA"), 12 USC §2607, and the accompanying federal regulations, 24 CFR §35.00.14 (c), by charging plaintiff for services in connection with his obtaining her property by scheme and artifice, without performing services for her in that connection, but charging plaintiff for services performed in connection with the mortgage, none of which was performed for plaintiff or for her benefit, in violation of RESPA, as indicted on the following items (Ex. B):

D	BUYER'S CLOSING COSTS	\$658.00
E	BUYER'S POINTS, PAID TO ITS LENDER	\$300.00
F	RECORDING	\$235.00
G	DEATH CERTs	\$31.50
H	PROPERTY INSURANCE	\$524.00
I	APPRAISAL	\$250.00
J	CREDIT REPORT	\$25.00
K	INTERCOUNTY (TRACT SEARCHES)	\$467.00
L	LEGAL FEES	\$1,000.00
M	TO LILLIE HOPSON (FOR SECURITY DEPOSIT)	\$1,000.00
N	TRANSACTIONAL FEE	\$1,659.50

17. In addition, defendant Diamond, by holding himself out as a person who could assist plaintiff in obtaining financing for home repairs on her property, and by imposing his superior knowledge and experience over plaintiff; created a fiduciary relationship so that Diamond owed plaintiff absolute fidelity, loyalty, and faithful performance of the duties owed to her.

18. Defendant Diamond breached his fiduciary duty to plaintiff by obtaining a deed to himself on her property from her by false pretenses, under a scheme, device and

artifice. In the course of these activities, and by his representations and actions, Diamond became a constructive trustee in favor of plaintiff over the property, and as trustee for plaintiff, Diamond breached his trust by obtaining a RESPA covered mortgage in his own favor on the trust property.

19. In addition, RESPA, §3500.14(c), prohibits commissions, kick-backs or other such fees. Under such circumstances, plaintiff is entitled to any such fees paid or credited by defendants Credicorp or Contimortgage to defendant Diamond in connection with the mortgage he obtained on the property.

COUNT II
Violation of TILA

1-19. Plaintiff adopts paragraphs 1 through 19 of this complaint as paragraphs 1-15 of Count II.

20. Defendant Diamond extended consumer credit to plaintiff by loaning plaintiff the money to pay the real estate taxes outstanding on the property ("est"), \$300.00 (Ex. B, Item B); the cost of the installation of the gutters, \$3,350.00 (Ex B, Item A); and the security deposit on the lease (Ex. C). Each of these financial transactions is "credit" or a "credit sale" as defined in §§1602(e) and (g) of TILA. These items were addressed in plaintiff's references to Exhibits A, B and C in her state court complaint.

21. In violation of TILA, defendant Diamond failed to disclose to plaintiff the cost of the credit and the nature of the terms of credit offered to her, including description of the components of finance charges, of the material terms of these loans, the rate or effective rate of interest, the period, the schedule of amounts to be repaid, pre-payment provisions, or any other term of each loan or credit.

22. In addition, as alleged in paragraph 14, above, Diamond refused to rescind, in violation of TILA.

COUNT III
Violation of ICFA

1-22. Plaintiff adopts paragraphs 1-12 of Count II as paragraphs 1-22 of Count III.

23. The Illinois Consumer Fraud and Deceptive Practices Act ("ICFA"), 815 ILCS §Sec. 505.2, provides:

Unfair methods . . . and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentations or the concealment, suppression or omission of any material fact, with intent that others rely upon [the same]...are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to section 5(a) of the federal Trade Commission Act.

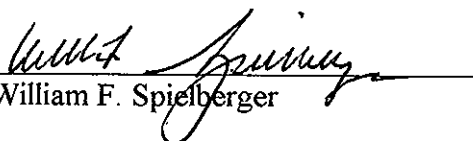
24. Defendant Diamond by engaging in deception, consumer fraud, false pretense, false promise, misrepresentation and concealment, enticed plaintiff into signing away her legal rights, losing her home, and giving up her property to him, and such conduct violated the CFA; his action was willful, for his pecuniary gain at the expense of plaintiff, and was malicious.

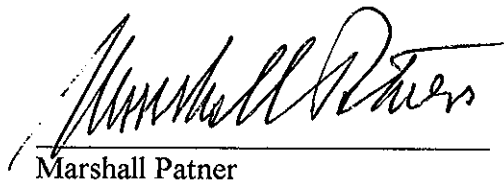
JURY DEMAND

25. Plaintiff demands trial by jury.

WHEREFORE, plaintiff is entitled to judgment against defendant Mark Diamond for compensatory, statutory, punitive and exemplary damages, litigation costs and attorneys fees, an accounting; and an order on defendants Diamond, Credicorp and Contimortgage, releasing any mortgage or other lien or charge on the property, removing any cloud on the title, free and clear; and for such other and further relief as is just.

Respectfully submitted,


William F. Spielberger


Marshall Patner

Attorneys for Plaintiff

William F. Spielberger & Associates, P.C.
135 S. LaSalle St., Suite 1424
Chicago, IL 60603
(312) 332-7851
Fax: (312) 201-4559
Atty. No. 55828

Marshall Patner & Associates, P.C.
135 S. LaSalle St., Suite 2700
Chicago, IL 60603
(312) 641-3355
Fax: (312) 726-5380
Atty. No. 0735

CURT CLARKE DEED
Statutory (ILLINOIS)
(Individual to Individual) 139326

Original Grantor's name shall vary or change in the 30 days after the purchase for the period of this form makes the remedy with respect to fraud, including any liability of responsibility or losses for a particular purpose.

THE GRANTOR LILLIE HOPSON, A SINGLE WOMAN

of the CITY of CHICAGO County of COOK
State of ILLINOIS for the consideration of
TEN AND 00/100 DOLLARS,
in hand paid,

CONVEY and QUIT CLAIM to
MARK DIAMOND, A SINGLE MAN

DEPT-01 RECORDING \$25.50
T90003 TRAH 4483 02/28/97 15:44100
6692 + DN *-97-139326
COOK COUNTY RECORDER

DEPT-10 PENALTY \$22.00

(The Above Space For Recorder's Use Only)

NAME AND ADDRESS OF GRANTEE)

all interest in the following described Real Estate situated in the County of COOK in the State of Illinois, to wit:

LOT 127 AND THE EAST 1/2 OF LOT 128 IN ROSELAND HEIGHTS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXEMPT UNDER PROVISIONS OF PARAGRAPH SECTION 4, REAL ESTATE TRANSFER ACT

2/28/97

BUYER, SELLER OR REP.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

97139326

Permanent Real Estate Index Number(s): 25-10-372-051

Address(es) of Real Estate: 44 E. 102 RD PL. CHICAGO

DATED this 11TH day of JULY 1996

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
Lillie Hopson (SEAL) _____ (SEAL)
_____ (SEAL)
_____ (SEAL)

State of Illinois, County of COOK, I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, DO HEREBY CERTIFY that

OFFICIAL SEAL
EMILY STOPKA

LILLIE HOPSON

NOTARY PUBLIC/STATE OF ILLINOIS personally known to me to be the same person whose name subscribed the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 11TH day of JULY 1996

Commission expires 19 _____ Emily Stopka NOTARY PUBLIC

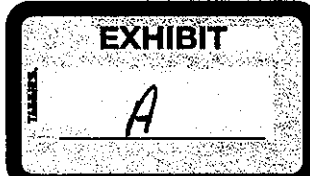
This instrument was prepared by 888 2355 N. DAKEN CHICAGO

MRS. _____
2355 N. DAKEN
CHICAGO, IL 60641

SEALS SUBSEQUENT TAX BILLS TO:
MRS. _____
2355 N. DAKEN
CHICAGO, IL

AFFIX "RIDERS" OR REVENUE STAMPS HERE

68161189



COUNTY OF COOK)

> SS

AFFIDAVIT OF TRANSACTION

I, LILLIE HOPSON AFTER BEING DULY SWORN UPON STATE AS FOLLOWS:

1 THAT I WAS IN POSSESSION AND WAS IN TITLE TO THE PROPERTY COMMONLY KNOWN AS 64 E. 102ND PL., CHICAGO, ILLINOIS, 60628 (25-10-322-041).

2 THAT I UNDERSTAND AND ARE FREELY DESIROUS OF CONCLUDING A TRANSACTION IN WHICH I HAVE EXECUTED A DEED TO CONVEY TITLE, AND WILL EXECUTE A LEASE WITH THE OPTION TO PURCHASE FOR THE PROPERTY COMMONLY KNOWN AS 64 E. 102ND PL., CHICAGO, ILLINOIS, 60628 (25-10-322-041). I HEREBY ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AGREE, AND WILL PERFORM IN ACCORDANCE WITH ALL RIGHTS, OBLIGATIONS, AND AGREEMENTS CREATED THEREUNDER.

3 THAT I UNDERSTAND AND ARE RESPONSIBLE FOR THE FOLLOWING EXPENSES (INCLUDING ANY TAX CONSEQUENCE), WHICH ARE RELATED TO THIS TRANSACTION, AND HEREBY AUTHORIZE THE DISBURSALS AS FOLLOWS:

A	- SIDEALL AMERICA	\$3,350.00
B	REAL ESTATE TAXES (est)	\$300.00
C	S & S CONSULTANTS	\$200.00
D	BUYER'S CLOSING COSTS	\$658.00
E	BUYER'S POINTS, PAID TO ITS LENDER	\$300.00
F	RECORDING	\$235.00
G	DEATH CERTs	\$31.50
H	PROPERTY INSURANCE	\$524.00
I	APPRAISAL	\$250.00
J	CREDIT REPORT	\$25.00
K	INTERCOUNTY (TRACT SEARCHES)	\$467.00
L	LEGAL FEES	\$1,000.00
M	TO LILLIE HOPSON (FOR SECURITY DEPOSIT)	\$1,000.00
N	TRANSACTIONAL FEE	\$1,659.50
	TOTAL DISPERSAL	<u>\$10,000.00</u>

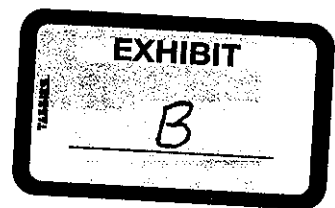
4 THAT I ACKNOWLEDGE THAT I AM UNABLE TO SECURE ANY TYPE OF FINANCING AND HAVE EXHAUSTED ALL MEANS OF DOING SO, AND HEREBY ACKNOWLEDGE THAT I AM WILLING TO CONCLUDE THIS TRANSACTION AS COMPLETED ON THIS DAY OF JULY, 11TH 1996.

5 THAT I ACKNOWLEDGE THAT I HAVE HAD ALL OF MY QUESTIONS ANSWERED AND FULLY UNDERSTAND THIS TRANSACTION.

6 THAT I ACKNOWLEDGE THAT THE LAWS OF THE STATE OF ILLINOIS AND THE UNITED STATES MAY HAVE AN IMPACT UPON THIS TRANSACTION, AND AGREE TO WAIVE OUR RIGHTS THEREUNDER.

7 AFFIANTS FURTHER SAY NAUGHT.

Lillie Hopson



GEORGE E. COLE*
LEGAL FORMS

No. 22-REC
May 1995

LEASE

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

DATE OF LEASE	TERM OF LEASE	
	BEGINNING	ENDING
	6-1-97	5-31-2007
MONTHLY RENT	SECURITY DEPOSIT*	
\$150	\$1000	

PLUS TAXES & INSURANCE

*If none, write "NONE," paragraph 2 of this Lease then INAPPLICABLE.

LESSEE

NAME • *Lillie Hopson*
 APT. NO. •
 ADDRESS OF • *64 E 102ND PL*
 PREMISES • *CHICAGO IL 60628*

LESSOR

NAME AND • *United Residential Services*
 BUSINESS • *2355 N DAMEN*
 ADDRESS • *CHICAGO IL 60647*

Above Space for Recorder's Use Only

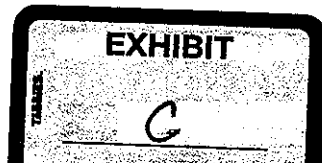
THIS AGREEMENT, Made this _____ day of _____, 19____.

Between *United Residential Services*

Lessor, and *Lillie Hopson*

Lessee.

WITNESSETH, that Lessor has demised and leased to Lessee the Premises, situated in *City of Chicago*
Chicago County of *Cook*
 and State of Illinois, known and described as follows:



Permanent Real Estate Index Number(s) 25-10-322-04/

Address(es) of Real Estate: 648 102nd PL Chicago

TO HAVE AND TO HOLD the same, unto Lessee, from the _____ day of _____

19_____, until the _____ day of _____, 19_____. And Lessee in consideration of said demise, does covenant and agree with Lessor as follows:

FIRST. - To pay to Lessor at _____

as rent for the Premises for said term the sum of: _____ Dollars

(\$ _____) payable in advance in equal monthly installments upon the first day of each and every month during the term hereof.

SECOND. - That he has examined and knows the condition of the Premises; and has received the same in good order and repair, and that he will keep the Premises in good repair during the term of this lease, at his own expense; and upon the termination of this lease will yield up the Premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

THIRD. - That he will not sublet the Premises, nor any part thereof, nor assign this lease without the prior written consent of Lessor.

FOURTH. - To pay (in addition to the rents above specified) all water rents taxed, levied or charged on the Premises, for and during the time for which this lease is granted.

Lessee hereby irrevocably constitutes _____ or any attorney of any Court of Record, attorney for Lessee in Lessee's name, on default by Lessee of any of the covenants herein, to enter Lessee's appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against Lessee in favor of Lessor or Lessor's assigns for forcible detainer of the Premises, with costs of said suit; and also to enter the appearance in such court of Lessee, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to Lessor or Lessor's assigns by the terms of this lease, with costs, and reasonable attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately: Lessee hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case the Premises shall be rendered untenable by fire or other casualty, Lessor may, at his option, terminate this lease, or repair the Premises within thirty days, and failing so to do or upon the destruction of the Premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

LESSEE:

LESSOR:

Silvia Hoopsman (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

RIDER

THIS RIDER ATTACHED TO THE LEASE DATED 7-11-96 BETWEEN UNITED RESIDENTIAL SERVICES HEREINAFTER "LESSOR" AND LILLIE HOPSON HEREINAFTER "LESSEE" IS MADE THIS 11TH DAY OF JULY, 1996 IS INCORPORATED INTO SUCH LEASE AND MADE A PART OF SUCH LEASE, THUS THE LESSOR AND THE LESSEE AGREE AS FOLLOWS:

- 1 THAT THE LESSEE SHALL PAY IN ADDITION TO THE RENT, ALL EXPENSES TO THE LESSOR ON A MONTHLY BASIS FOR TAXES, INSURANCE, AND ANY OTHER EXPENSES RELATED TO THE PROPERTY. THE LESSOR SHALL NOTIFY THE LESSEE OF SUCH AMOUNTS DUE IN ADDITION TO THE RENT AS SUCH EXPENSES SHALL COME DUE.
- 2 THAT THE LESSEE SHALL HAVE THE RIGHT TO PURCHASE THE PROPERTY FROM THE LESSOR UPON THE EXPIRATION OF THE LEASE, (120 MONTHS). THE LESSEE MUST NOTIFY IN WRITING BY CERTIFIED MAIL TO THE LESSOR OF HIS DESIRE TO EXERCISE THE OPTION TO PURCHASE THREE MONTHS PRIOR TO THE TIME OF CLOSING . THE LESSEE MUST CLOSE ON THE OPTION TO PURCHASE BY THE END OF THE 120TH MONTH. ITEMIZED AS FOLLOWS:

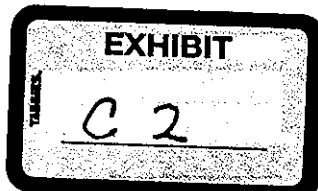
BASE PRICE OF PROPERTY	\$10,000.00
120TH MONTH RENTAL	\$150.00
	\$10,150.00

- 3 THE TOTAL OF THE EXPENSES ASSOCIATED WITH THE LESSEE'S OPTION TO PURCHASE THE PROPERTY IS \$10,000.00 PLUS THE 120TH MONTH RENT OF \$150.00. THE TOTAL AMOUNT DUE FROM THE LESSEE TO THE LESSOR UPON EXECUTING THE OPTION TO PURCHASE IS \$10,150.00 PLUS ANY UNPAID PORTION OF RENT, TAXES, INSURANCE OR ANY OTHER EXPENSES PAID BY THE LESSOR ON BEHALF OF THE PROPERTY. IN THE EVENT THE LESSEE EXERCISES HIS OPTION TO PURCHASE BEFORE THE EXPIRATION OF THE LEASE (120 MONTHS), ALL LEASE PAYMENTS WILL BE DUE IN ADDITION TO THE PURCHASE PRICE UPON THE SALE OF THE PROPERTY. IN ADDITION TO THE COSTS ASSOCIATED WITH THE OPTION TO PURCHASE, THE LESSEE SHALL BE RESPONSIBLE FOR ALL COST AND FEES ASSOCIATED WITH THE TRANSFER OF TITLE IF THE LESSEE EXERCISES THE OPTION TO PURCHASE UNDER THE TERMS OF THIS RIDER.
- 4 IF THE LESSEE DOES NOT EXERCISE AND CLOSE UPON THE OPTION BY THE 120TH MONTH, THEN THE LESSEE SHALL HAVE THE OPTION TO EXTEND THE LEASE AND THE OPTION, IF ALL TERMS OF THE LEASE HAVE BEEN FULFILLED.

AGREED TO AND ACCEPTED THIS 11TH DAY OF JULY, 1996.

LESSEE: Lillie Hopson

FOR LESSOR: _____



Transactions without Sellers

Name & Address of Borrower: MARK DIAMOND 360 E. RANDOLPH CHICAGO, IL 60601		Name & Address of Lender:	
Property Location: (if different from above) 64 E. 102ND PL CHICAGO, IL 60628		Settlement Agent:	
Loan Number: 14960		Place of Settlement:	
L. Settlement Charges		Settlement Date: February 28, 1997	
800. Items Payable in Connection with Loan		M. Disbursements to Others	
801. Loan Origination Fee % to	1,260.00	1501. MARK DIAMOND	40,082.00
802. Loan Discount % to		1502.	370 700
803. Appraisal Fee to		1503.	
804. Credit Report to CREDICORP, INC.	25.00	1504.	
805. Inspection Fee to		1505.	
806. Mortgage Insurance App. Fee to		1506.	300
807. Mortgage Broker Fee to		1507.	25
808.		1508.	75
809.		1509.	483
810.		1510.	55
811.		1511.	20
812.		1512.	958
813.		1513.	
814.		1514.	
815.		1515.	
900. Items Required by Lender to be Paid in Advance		1520. TOTAL DISBURSED (enter on line 1603) 40,082.00	
901. Interest from to @ \$ /day		N. NET SETTLEMENT	
902. Mortgage Insurance Premium for months to		1500. Loan Amount	42,000.00
903. Hazard Insurance Premium for year(s) to		1501. Plus Cash/Check from Borrower	
904.		1502. Minus Total Settlement Charges (line 1400)	1,918.00
905.		1503. Minus Total Disbursements to Others (line 1520)	40,082.00
1000. Reserves Deposited with Lender		1504. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	0.00
1001. Hazard Insurance mos. @ \$ /mo.		1100. Title Charges	
1002. Mortgage Insurance mos. @ \$ /mo.		1101. Settlement or Closing Fee to MIDWEST LAND TITLE	75.00
1003. City Property Taxes mos. @ \$ /mo.		1102. Abstract or Title Search to	
1004. County Property Taxes mos. @ \$ /mo.		1103. Title Examination to	
1005. Annual Assessments mos. @ \$ /mo.		1104. Title Insurance Binder to	
1006. mos. @ \$ /mo.		1105. Document Preparation to	
1007. mos. @ \$ /mo.		1106. Notary Fees to	
1008. mos. @ \$ /mo.		1107. Attorney's Fees to (Includes above item numbers)	
1100. Title Charges		1108. Title Insurance to MIDWEST LAND TITLE (Includes above item numbers)	483.00
1101. Settlement or Closing Fee to MIDWEST LAND TITLE	75.00	1109. Lender's Coverage \$	
1102. Abstract or Title Search to		1110. Owner's Coverage \$	
1103. Title Examination to		1111.	
1104. Title Insurance Binder to		1112.	
1105. Document Preparation to		1113.	
1106. Notary Fees to		1200. Government Recording and Transfer Charges	
1107. Attorney's Fees to (Includes above item numbers)		1201. Recording Fees: MIDWEST LAND TITLE	55.00
1108. Title Insurance to MIDWEST LAND TITLE (Includes above item numbers)	483.00	1202. City/County Tax/Stamps:	
1109. Lender's Coverage \$		1203. State Tax/Stamps:	
1110. Owner's Coverage \$		1204.	
1111.		1205.	
1112.		1300. Additional Settlement Charges	
1113.		1301. Survey to	
1200. Government Recording and Transfer Charges		1302. Pest Inspection to	
1201. Recording Fees: MIDWEST LAND TITLE	55.00	1303. Architectural/Engineering Services to	
1202. City/County Tax/Stamps:		1304. Building Permit to	
1203. State Tax/Stamps:		1305. CREDICORP, INC. (GEO TRACK)	20.00
1204.		1306.	
1205.		1307.	
1300. Additional Settlement Charges		1400. Total Settlement Charges (enter on line 1802)	1,918.00
1301. Survey to			
1302. Pest Inspection to			
1303. Architectural/Engineering Services to			
1304. Building Permit to			
1305. CREDICORP, INC. (GEO TRACK)	20.00		
1306.			
1307.			

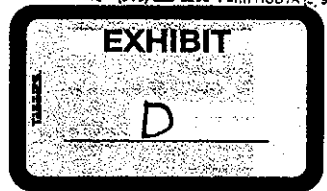
X
Borrower's Signature MARK DIAMOND

X
Borrower's Signature

X
Borrower's Signature

X
Borrower's Signature

(C)





CHICAGO TITLE INSURANCE COMPANY

400 S. JEFFERSON, CHICAGO, IL 60607

(312) 223-2582

TRACT INDEX SEARCH

WILLIAM SPIELBERGER
135 S LASALLE
SUITE 1424
CHICAGO, ILLINOIS 60603

CTIC Order No.: 1401 S9526888 SP
Cover Date: OCTOBER 18, 1999
Ref: 64 E 102 ND.PL/LILLIE HOBSON

RP/EU

Legal Description of Land Searched: (See Attached)

Permanent Tax Number (P.I.N.):
25-10-322-041-0000

Street Address of Land Search (as furnished by Applicant):
64 E 102ND. PLACE
CHICAGO, ILLINOIS

Grantee(s) in last recorded conveyance:
MARK DIAMOND (SINGLE)

In accordance with the application, a search of tract indices discloses the following items. With respect to residential properties, we may not have shown mortgages, trust deeds, or other liens which were eliminated by transactions closed through CTIC or Chicago Title and Trust Company.

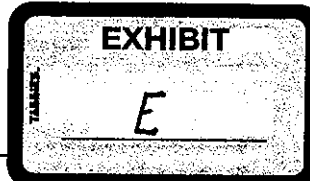
DOCUMENT/CASE NO.: 97139326
GRANTOR: LILLIE HOPSON (SINGLE)
GRANTEE: MARK DIAMOND (SINGLE)
INSTRUMENT: Q
DATE: 07/11/96
RECORDED: 02/28/97
REMARKS:

DOCUMENT/CASE NO.: 97225169
GRANTOR: MARK S. DIAMOND (SINGLE)
GRANTEE: CREDICORP, INC.
INSTRUMENT: M
DATE: 02/28/97
RECORDED: 04/01/97
REMARKS: \$42,000.00

(CONTINUED)

CHICAGO TITLE INSURANCE COMPANY

By: Eustalino Urrutia



SEE ATTACHED FOR TERMS AND CONDITIONS OF SEARCH AND EXPLANATION OF ABBREVIATIONS



CHICAGO TITLE INSURANCE COMPANY

Order No.: 1401 S9526888 SP

Disclosures (Continued):

DOCUMENT/CASE NO.:	99367034
GRANTOR:	CREDICORP INC
GRANTEE:	CONTIMORTGAGE CORP
INSTRUMENT:	A
DATE:	
RECORDED:	04/16/99
REMARKS:	97225169

COPY

LAW OFFICES

WILLIAM F. SPIELBERGER & ASSOCIATES, P.C.

135 SOUTH LASALLE STREET

SUITE 1424

CHICAGO, ILLINOIS 60603

WILLIAM F. SPIELBERGER
ATTORNEY AT LAW

TELEPHONE:312/332-7851
FACSIMILE:312/201-4559

CERTIFIED MAIL: Z 088 884 671

April 4, 2000

Mark Diamond
United Residential Services
2355 N. Damen
Chicago, IO 60647


Re: Financing for goods and services provided to Lillie Hopson for real property located at 64 E. 102nd Place, Chicago, Illinois 60628

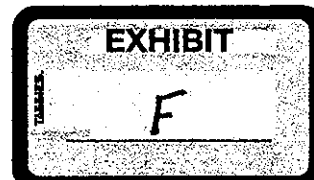
Dear Mr. Diamond:

As the legal representative of Lillie Hopson, by this letter I inform you that she wishes to rescind all financing contracts entered into by you and her because there appear to be inaccuracies in your disclosure statement for the financing for goods and services provided to Lillie Hopson for real property located at 64 E. 102nd Place, Chicago, Illinois 60628.

Please act on her desire to rescind all such consumer loan transactions within twenty (20) days of receipt of this letter. Failure to do so could result in a lawsuit being filed by Lillie Hopson against you in federal court alleging violation of the Truth in Lending Act, 15 USC §§1601-1665, in addition to the charges already brought against you in Lillie Hopson v. Mark Diamond, et al., case number Ch 03729, recently filed in the Chancery Division of the Circuit Court of Cook County.

Very truly yours,


William F. Spielberg



LAW OFFICES OF
GOMBERG, SHARFMAN, GOLD AND OSTLER, P.C.
208 SOUTH LaSALLE STREET - SUITE 1200
CHICAGO, ILLINOIS 60604-1003
(312) 332-6194 FAX (312) 332-4083
EMAIL: gsgolaw@iamb.org

LAWRENCE A. GOLD
RAYMOND J. OSTLER
ROBERT M. GOMBERG

KIMBERLY A. PAOJEN
JOHN J. LYDON
MAURESETA T. HAWKINS
HOLLY A. PETRIK

ROBERT J. SHARFMAN
OF COUNSEL

June 20, 2000

William F. Spielberg
William F. Spielberg & Associates, P.C.
135 South LaSalle Street, Suite 1424
Chicago, IL 60603

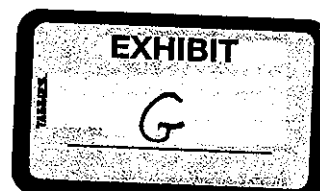
RE: Hopson v. Diamond, 00CH03729
Our File: 36188

Dear Mr. Spielberg:

In our numerous conversations I have advised you that my client desires to settle the above captioned matter. As I am sure you know, even if you are successful in convincing a court to quiet title your client must make restitution for the value she received from the transaction. Even to get there you would have to overcome the substantial defenses that will be presented. Therefore without admitting any liability on behalf of my client I would suggest that we proceed to the place we will eventually end up and arrive at a settlement. I would suggest that an outline of a settlement agreement, which would be set out in a court order would be as follows:

1. Mr. Diamond shall deed the subject real estate to Ms. Hopson subject only to real estate taxes and easements and restrictions of record;
2. Contemporaneously with the recording of the deed Ms. Hopson shall execute a mortgage to Mr. Diamond secured by a Promissory Note executed by Ms. Hopson in the principal sum of \$9,000.00. Such sum shall be amortized over ten (10) years with a monthly payment of approximately \$162.00 plus a payment for a tax and insurance escrow;
3. Ms. Hopson will be released of her obligations under the Lease;
4. The parties will execute General Releases, excepting only the obligation of Ms. Hopson to Mr. Diamond under the said Promissory Note.

Please discuss this offer of settlement with your client and advise me if it is acceptable.



LAW OFFICES OF
GOMBERG, SHARFMAN, GOLD AND OSTLER, P.C.

William F. Spielberger
June 20, 2000
Page 2

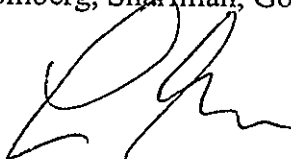
You also mentioned that you contemplated filing an action under the federal Truth in Lending Act. As no loan was involved in the transaction between Mr. Diamond and Ms. Hopson, we will seek sanctions in the event such a lawsuit is filed.

Further, if the settlement, as outlined above, is not acceptable please let me know and we shall proceed to file an answer or otherwise plead.

In the event that you have any questions in regard to this letter, please do not hesitate to contact the undersigned.

Very truly yours,

Gomberg, Sharfman, Gold & Ostler, P.C.



Lawrence A. Gold

LAG:jr

cc: Mark Diamond

k:\lg\letters\36188b.ltr

08/04/2000

16:32

VRDOLYAK → 2014559

NO. 722

001

EDWARD R. VRDOLYAK, LTD.

Attorneys at Law

741 N. Dearborn Street

Chicago, Illinois 60610

(312) 482-8200

(312) 482-8026 Fax

Other Locations:

9618 S. Commercial Ave.
Chicago, IL 60617
(773) 731-3311
(773) 731-6919 Fax

495 Burnham Avenue
Calumet City, IL 60409
(708) 862-3111
(708) 862-3118 Fax

7725 W. 159th Street
Tinley Park, IL 60477
(708) 429-2332
(708) 429-1281 Fax

August 4, 2000

Via Facsimile 312/201-4559

William Spielberger
Spielberger & Associates, P.C.
135 S. LaSalle Street, Suit 1424
Chicago, Illinois 60603

Re: Hopson v. Diamond, et al.
00 CH 3729

Dear Mr. Spielberger:

In follow up to our conversation of this date at the Office of Banks and Real Estate, please be advised that we have recorded a Deed to the subject property quit claiming Mr. Diamond's interest to Lillie Hopson.

I enclose a copy of the recorded Deed for your records.

Although I have not had the benefit of reviewing the new complaint, which you claim that you will be filing in Federal Court, my cursory review of the statutes referenced by you would indicate that the statute of limitations applicable to alleged violations of both acts in question have expired. In addition, the Acts you cited do not seem to cover the transaction in question, since their was no loan involved and therefore I question the validity of the complaint you seek to file.

I will also want to reiterate that we attempted to resolve this matter with you today, but were unable to receive a demand and you have indicated that for reasons unknown, you cannot resolve this matter without first filing a new lawsuit.

EXHIBIT

H

08/04/2000

16:32

VRDOLYAK → 2014559

NO. 722

002

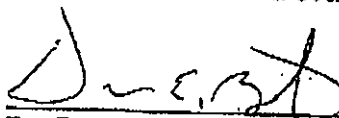
William Spielberg

August 4, 2000

Page 2

It would appear that you have now placed your clients interest behind your interest in collecting a fee, while we still desire to resolve this matter and are willing to agree to a mediation process or a prompt pre-trial with the assigned judge. We will resist any attempts to file litigation solely for the purpose of collecting fees as well as any attempts to delay settlement we stand ready, willing and able to meet with you.

EDWARD R. VRDOLYAK, LTD.



By: Dennis E. Both

DEB:cam
Enclosure

08/08/2000

16:13

VRDOLYAK → 2014559

NO. 737

002

EDWARD R. VRDOLYAK, LTD.

Attorneys at Law
741 N. Dearborn Street
Chicago, Illinois 60610
(312) 482-8200
(312) 482-8026 Fax

Other Locations:

9618 S. Commercial Ave.
Chicago, IL 60617
(773) 731-3311
(773) 731-6919 Fax

495 Burnham Avenue
Calumet City, IL 60409
(708) 862-3111
(708) 862-3118 Fax

7725 W. 159th Street
Tinley Park, IL 60477
(708) 429-2332
(708) 429-1281 Fax

August 8, 2000

Via Facsimile 312/201-4559

William Spielberger
Spielberger & Associates, P.C.
135 S. LaSalle Street, Suit 1424
Chicago, Illinois 60603

Re: Hopson v. Diamond, et al.
00 CH 3729

Dear Mr. Spielberger:

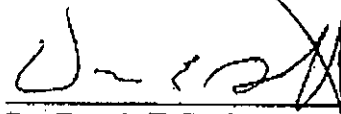
In follow up to my previous correspondence, please be advised that the mortgage made by Mr. Diamond on the property which is the subject of our dispute, has now been paid.

This now leaves the issue of the repayment of the money that it expended on behalf of Lillie Hopson is an open issue.

This issue may be resolved as part of our settlement negotiations if those negotiations ever commence. As of this date, I still have not received a demand from you despite my repeated requests.

If I have not received the demand from you by August 11th, I will seek leave to file a counterclaim in the pending action, seeking to recoup our expenses.

EDWARD R. VRDOLYAK, LTD.



By: Dennis E. Both

DEB:cam



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

In the Matter of

LILLIE HOPSON V.
MARK DIAMOND AND
CREDICORP CORP AND
CONTI MORTGAGE CORP

000 5061

Case Number:

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

DOCKETED

AUG 18 2000

JUDGE LEINWEBER

MAGISTRATE JUDGE NOLAN

(A)		(B)	
SIGNATURE <i>William F. Spielberger</i>		SIGNATURE	
NAME WILLIAM F. SPIELBERGER		NAME	
FIRM WM. F. SPIELBERGER & ASSOC, PC		FIRM	
STREET ADDRESS 135 S. LA SALLE # 1424		STREET ADDRESS	
CITY/STATE/ZIP CHICAGO IL 60607		CITY/STATE/ZIP	
TELEPHONE NUMBER 312 706-5380	FAX NUMBER 708-4559	TELEPHONE NUMBER	FAX NUMBER
E-MAIL ADDRESS		E-MAIL ADDRESS	
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)		IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)	
MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input type="checkbox"/>	
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input type="checkbox"/>	
		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	
(C)		(D)	
SIGNATURE		SIGNATURE	
NAME MARSHALL PATNER		NAME	
FIRM		FIRM	
STREET ADDRESS 135 S. LA SALLE # 8700		STREET ADDRESS	
CITY/STATE/ZIP CHICAGO IL 60603		CITY/STATE/ZIP	
TELEPHONE NUMBER 312 706-5380	FAX NUMBER 708-5380	TELEPHONE NUMBER	FAX NUMBER
E-MAIL ADDRESS		E-MAIL ADDRESS	
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)		IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)	
MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input type="checkbox"/>	
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	

JS 44
(Rev. 12/96)

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 THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

LILLIE HOPSON

JUDGE LEINENWEBER

DEFENDANTS

MARK DIAMOND AUG 18 2000
CREDICORP CORP.
CONTIMORTGAGE CORP.

FILED
AUG 18 2000
U.S. DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
CHICAGO

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Cook
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Cook
(IN U.S. PLAINTIFF CASES ONLY)

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

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Wm. Spielberger'
135 S. LaSalle, Ste. 1424
Chicago, IL 60603
(312) 332-7851

ATTORNEYS (IF KNOWN)
Dennis E. Both
Edward R. Vrodolyak, Ltd.
741 N. Dearborn
Chicago, IL 60610 (312) 482-8200

00C 5061

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)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. 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
- 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input checked="" type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

RESPA, 12 USC 2607; Truth in Lending Act 12 CFR 226.18.
Failure to disclose and rescend real estate mortgage

VII. REQUESTED IN COMPLAINT

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint

JURY DEMAND: YES NO

VIII. This case is not a refiling of a previously dismissed action.

is a refiling of case number _____, previously dismissed by Judge _____

DATE

8-17-00

SIGNATURE OF ATTORNEY OF RECORD

William F. Spring

UNITED STATES DISTRICT COURT