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Cook County Recorder 49.00



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*Carl #5*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

ATTY NO. 91220

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION

GREENTREE FINANCIAL SERVICING NKA )  
CONSECO FINANCE SERVICING CORP )

PLAINTIFF, )

vs. )

NO: 98 CH 07850 )

CAROLYN CARROLL: ET AL )

**CONSENT JUDGMENT FOR FORECLOSURE AND SALE**

THIS CAUSE having been heard by this Court upon the record herein, the Court

FINDS:

A. It has jurisdiction to the parties hereto and the subject matter hereof.

That all the material allegations of the Complaint and those deemed to be made pursuant to 735 ILCS 5/15-1504(c) 1-11, Illinois Code of Civil Procedure are true and proven; that by entry of this Judgment for Foreclosure and Sale, the Mortgage and Note which are the subject matter of these proceedings is extinguished and merged into judgment and default no longer exists, but has been replaced by judgment, and this judgment is fully dispositive of the interests of all defendants, and that by virtue of the mortgage and the affidavits presented as evidence of indebtedness secured

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thereby, there is due to the Plaintiff, and it has a valid and subsisting lien on the property described hereafter for the following accounts.

Principal, Accrued Interest and Advanced by the Plaintiff: As of 3/24/00	\$	102,664.64
Costs of Suit:	\$	.00
Attorneys' Fees: As of 3/24/00	\$	<u>1,480.00</u>
TOTAL.....	\$	<u>104,144.64</u>

All the foregoing amounts have been accounted or in the Affidavits filed by Plaintiff.

- B. That there is due and owing to the Defendants immediately hereinafter stated, if any, the sums set forth, as a lien(s) upon the subject premises subordinate and inferior to the lien and interest of the Plaintiff pursuant to the verified pleadings filed herein:
- NONE
- C. That by its terms said mortgage provides that the attorneys for the Plaintiff shall be entitled to an award of reasonable attorneys' fees herein, and, that included the following sum is hereby allowed to the Plaintiff:
- \$ 1,480.00 As of 3/24/00
- D. That under the provisions of said Mortgage, the costs of foreclosure are an additional indebtedness for which the Plaintiff should be reimbursed, and that such expenses are hereby allowed to the Plaintiff.
- E. That advances made in order to protect the lien of the Judgment and preserve the real estate shall become an additional indebtedness secured by the Judgment lien pursuant to 735 ILCS 5/15-1504(D).
- F. That the Mortgage described in the Complaint and hereby foreclosed appears of record in the Office of the Recorder or Registrar of Deeds, COOK County, Illinois, as Document No. 96913940, and the property herein referred to and directed to be sold is described as follows:

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LEGAL: LOT 285 IN F.H. BARTLETT'S GREATER CHICAGO SUBDIVISION, SUBDIVISION NO. 1 BEING A SUBDIVISION OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

10046 SOUTH FOREST  
CHICAGO, IL 60628

- G. That the Mortgage herein referred to is secured by a Mortgage Note personally executed by:
- CAROLYN CARROLL;
- H. That the Mortgagors and any other owners or co-owner of the subject property are the owner(s) of the equity of redemption, as set forth in the Complaint heretofore filed;
- I. That the rights and interests of all the Defendants to this cause in and to the property hereinbefore described are inferior to the lien of the Plaintiff;
- J. Rights of reinstatement shall expire ninety (90) days from the date the owners of the equity of redemption were served with summons or by publication;
- K. That true and correct copies of the original Note and the original Mortgage are attached to the Complaint;

That pursuant to the Settlement Agreement and Consent of Judgment For Foreclosure Vesting Absolute Title in Mortgagee without right of redemption and Waiver of Deficiency Judgment filed with this Court, a copy of which is attached hereto, Carolyn Carroll expressly consents to entry of Judgment in this foreclosure case providing that absolute title in the mortgage property shall vest in the mortgagee, free and clear of all claims, liens and interest of the mortgagors and all persons claiming by, through or under the mortgagor, free and clear of all rights to redeem pursuant to 735 ILCS 5/15-1402 and free and clear of all rights of all other persons or entities made parties in this foreclosure including unknown owners and non-record claimants, AND CONSECO FINANCE SERVICING CORP hereby agrees to waive any further deficiency judgment against mortgagor CAROLYN CARROLL.

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IT IS THEREFORE ORDERED AND ADJUDGED that Judgment is entered in favor of Plaintiff and against Defendant CAROLYN CARROLL pursuant to 735 ILCS 5/15-1402 AND 5/15-1506.

IT IS FURTHER ORDERED AND ADJUDGED that absolute title to the property legally described as:

LEGAL: LOT 285 IN F.H. BARTLETT'S GREATER CHICAGO SUBDIVISION, SUBDIVISION NO. 1 BEING A SUBDIVISION OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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CHICAGO, IL 60628

PERMANENT REAL ESTATE TAX NUMBER: 25-10-312-035

shall vest in Plaintiff, CONSECO FINANCE SERVICING CORP, thirty (30) days after entry of this Order without further order of this Court free and clear of all liens, claims and interest of CAROLYN CARROLL and of all persons claiming by, through or under CAROLYN CARROLL and free and clear of all rights to redeem, and free and clear of all rights of all other persons or entities made parties to this Foreclosure including non-record claimants and unknown owners.

IT IS FURTHER ORDERED AND ADJUDGED that upon title vesting in CONSECO FINANCE SERVICING CORP, the Judgment in favor of Plaintiff against CAROLYN CARROLL is fully satisfied and no further personal deficiency exists, except that satisfaction of Plaintiff's Judgment shall in no way affect the current claim of Chicago title Insurance Company against CAROLYN CARROLL and/or LEON HARRIS by and through its intervening Complaint filed in this Case Number 98 CH 7850. In addition, the entry of this Order shall in no way affect any claims or rights CAROLYN CARROLL may have against LEON HARRIS.

That the Court retains jurisdiction of the subject matter of this cause and all parties hereto, for the purpose of enforcing this Judgment.

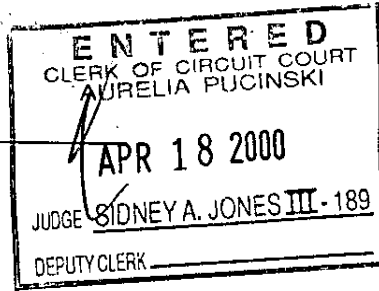
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THE COURT FURTHER FINDS there is no just reason for delaying enforcement or appeal from this final Judgment.

DATED: \_\_\_\_\_

ENTER: \_\_\_\_\_  
J-U-D-G-E



PIERCE & ASSOCIATES  
Attorneys for Plaintiff  
Suite 1200  
18 South Michigan  
Chicago, IL 60603  
312/346-9088  
Attorney Code #91220

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SETTLEMENT AGREEMENT AND CONSENT TO JUDGMENT FOR FORECLOSURE  
VESTING ABSOLUTE TITLE IN MORTGAGEE WITHOUT RIGHT OF REDEMPTION  
AND WITH WAIVER OF DEFICIENCY JUDGMENT

THIS AGREEMENT is entered in on April 17, 2000, by and between Plaintiff,  
GREENTREE FINANCIAL SERVICING N/K/A CONSECO FINANCE SERVICING CORP.  
(hereinafter Conseco), represented by Pierce and Associates, P.C., and Defendant-Mortgagor,  
Carolyn Carroll, represented by Larry B. Lichtenstein.

**WHEREAS**, Conseco holds the first mortgage on the property legally described as:

LOT 285 IN F.H. BARTLETT'S GREATER CHICAGO SUBDIVISION,  
SUBDIVISION NO. 1 BEING A SUBDIVISION OF SECTION 10, TOWNSHIP 37  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS

COMMONLY KNOWN AS :

10046 SOUTH FOREST  
CHICAGO, IL 60628

PERMANENT REAL ESTATE TAX NUMBER 25-10-312-035.

by virtue of a Mortgage document dated November 26, 1996, and recorded December 3, 1996, in  
the Recorder's Office of Cook County, Illinois as Document No. 96913940, executed by Carolyn  
Carroll; and

**WHEREAS**, Carolyn Carroll is the Mortgagor and sole beneficial interest of the subject property  
under Trust Agreement 1102260 dated December 1, 1995, (Chicago Trust Company as Owner  
UTA 1102260); and

**WHEREAS**, Mortgage payments to Conseco are currently in default and Conseco has filed a  
mortgage foreclosure action now pending in the Circuit Court of Cook County, Illinois as Case  
Number 98 CH 07850; and

**WHEREAS**, Conseco and Carolyn Carroll desire to resolve this matter by way of a financial contribution from Carolyn Carroll to Conseco and the entry of a Consent Foreclosure vesting Absolute Title to Conseco.

**NOW THEREFORE**, in exchange for good and valuable consideration, receipt of which is hereby acknowledged, and in exchange for the covenants and agreements of Carolyn Carroll and Conseco, Carolyn Carroll and Conseco hereby agree as follows:

1. The above recitals are hereby incorporated into and made a part of this Agreement.
2. Carolyn Carroll does hereby forever hold harmless and forever waives any and all damages, losses, charges, expenses, attorneys fees and costs, claims, demands, causes of action, or other proceedings of whatever name or nature against Conseco, including their officers, directors, agents, brokers, attorneys and employees arising from or growing out of the Note and/or Mortgage executed by Carolyn Carroll November 26, 1996, or any other claims arising out of the property commonly known as 10046 South Forest, Chicago, IL 60628. Said waiver shall include, but not be limited to any claims, causes or losses arising from the physical condition of the subject property or claims, causes or losses resulting from condition of title of the subject property.
3. Upon completion of these foreclosure proceedings and recordation of deed resulting therefrom, Conseco does hereby forever hold harmless and forever waives any and all damages, losses, charges, expenses, attorneys fees and costs, claims, demands, causes of action, or other proceedings of whatever name or nature against Carolyn Carroll arising from or growing out of the Note and/or Mortgage executed by Carolyn Carroll November 26, 1996, or any other claims arising out of the property commonly known as 10046 South Forest, Chicago, IL 60628. Said waiver shall not be effective until after recordation of deed resulting from these proceedings and shall include, but not be limited to any claims, causes or losses arising from the physical

condition of the subject property or claims, causes or losses resulting from condition of title of the subject property. **IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN CAROLYN CARROLL AND CONSECO THAT THIS SETTLEMENT AGREEMENT AND CONSENT AND THE ENTRY OF ORDER FOR CONSENT FORECLOSURE SHALL IN NO WAY AFFECT THE CAUSE AND CLAIM OF CHICAGO TITLE INSURANCE COMPANY AGAINST CAROLYN CARROLL AND LEON HARRIS BROUGHT UNDER ITS INTERVENING COMPLAINT IN THIS CASE NUMBER 98 CH 7850. FURTHER, THIS SETTLEMENT AGREEMENT SHALL IN NO WAY AFFECT ANY RIGHTS OR CLAIMS CAROLYN CARROLL MAY HAVE AGAINST LEON HARRIS.**

4. Carolyn Carroll further agrees to tender the sum of \$5,500.00 (Five-Thousand Five-Hundred Dollars and 00/100 cents) in the form of clients' funds account check, certified check or cashier's check payable to Conseco Finance Servicing Corp. and delivered to Conseco's Attorneys on or before 9:15 am April 18, 2000.

5. Conseco hereby agrees to waive any further claim that it might have against Mortgagor, Carolyn Carroll, for a personal deficiency under its foreclosure proceedings known as 98 CH 7850 upon the execution of this Agreement and upon completion of the mortgage foreclosure proceedings. **IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN CAROLYN CARROLL AND CONSECO THAT THIS SETTLEMENT AGREEMENT AND CONSENT AND THE ENTRY OF ORDER FOR CONSENT FORECLOSURE SHALL IN NO WAY AFFECT THE CAUSE AND CLAIM OF CHICAGO TITLE INSURANCE COMPANY AGAINST CAROLYN CARROLL AND LEON HARRIS BROUGHT UNDER ITS INTERVENING COMPLAINT IN THIS CASE NUMBER 98 CH 7850. FURTHER, THIS SETTLEMENT AGREEMENT SHALL IN NO WAY**



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AFFECT ANY RIGHTS OR CLAIMS CAROLYN CARROLL MAY HAVE AGAINST  
LEON HARRIS.

6. Pursuant to 735 ILCS Section 15-1402 Carolyn Carroll, as sole mortgagor of the mortgaged property, and Conseco, owner of the mortgage indebtedness, hereby further expressly agree and consent to entry of an Order providing that the Judgment of Foreclosure without Right of Redemption to be entered in Case No. 98 CH 7850, now pending in Cook County, Illinois in favor of Conseco vesting absolute title to the mortgaged property in the mortgagee thirty days after its entry, free and clear of all claims, liens, and interests of the mortgagor and of all persons claiming by, through, or under the mortgagor, and free and clear of all rights to redeem and free and clear of all rights of all other persons made parties in the foreclosure and of all non-record claimants.

7. This Agreement shall be binding on Carolyn Carroll and Conseco, their beneficiaries, successors and assigns.

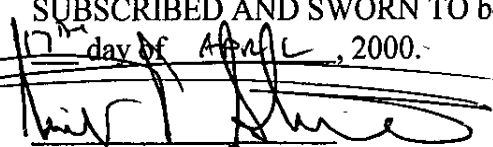
8. Carolyn Carroll and Conseco hereby acknowledge that they have read this Agreement and fully understand its terms.

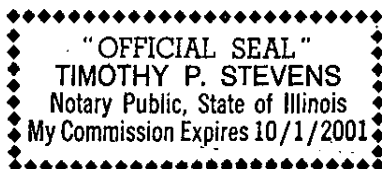
GREENTREE FINANCIAL SERVICING  
N/K/A CONSECO FINANCE SERVICING  
CORP.

By:   
Pierce & Associates  
Its Attorneys

SUBSCRIBED AND SWORN TO before me this

17<sup>th</sup> day of April, 2000.

  
Notary Public



\_\_\_\_\_  
CAROLYN CARROLL

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I, \_\_\_\_\_, a Notary Public, in and for the County of Cook, State of Illinois, do hereby certify that Carolyn Carroll, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

PIERCE & ASSOCIATES  
Attorneys for Plaintiff  
18 South Michigan Avenue  
Chicago, IL 60603  
312/346-9088

ATTORNEY CODE 391220

Property of Cook County Clerk's Office

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SETTLEMENT AGREEMENT AND CONSENT TO JUDGMENT FOR FORECLOSURE  
VESTING ABSOLUTE TITLE IN MORTGAGEE WITHOUT RIGHT OF REDEMPTION  
AND WITH WAIVER OF DEFICIENCY JUDGMENT

THIS AGREEMENT is entered in on April 17, 2000, by and between Plaintiff,  
GREENTREE FINANCIAL SERVICING N/K/A CONSECO FINANCE SERVICING CORP.  
(hereinafter Conseco), represented by Pierce and Associates, P.C., and Defendant-Mortgagor,  
Carolyn Carroll, represented by Larry B. Lichtenstein.

WHEREAS, Conseco holds the first mortgage on the property legally described as:

LOT 285 IN D.H. BARTLETT'S GREATER CHICAGO SUBDIVISION,  
SUBDIVISION NO. 1 BEING A SUBDIVISION OF SECTION 10, TOWNSHIP 37  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS

COMMONLY KNOWN AS :

10046 SOUTH FOREST  
CHICAGO, IL 60628

**FILED**

APR 18 2000

AURELIA PUCINSKI  
CLERK OF CIRCUIT COURT

PERMANENT REAL ESTATE TAX NUMBER 25-10-312-035.

by virtue of a Mortgage document dated November 26, 1996, and recorded December 3, 1996, in  
the Recorder's Office of Cook County, Illinois as Document No. 969,3940, executed by Carolyn  
Carroll; and

WHEREAS, Carolyn Carroll is the Mortgagor and sole beneficial interest of the subject property  
under Trust Agreement 1102260 dated December 1, 1995, (Chicago Trust Company as Owner  
UTA 1102260); and

WHEREAS, Mortgage payments to Conseco are currently in default and Conseco has filed a  
mortgage foreclosure action now pending in the Circuit Court of Cook County, Illinois as Case  
Number 98 CH 07850; and

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WHEREAS, Conseco and Carolyn Carroll desire to resolve this matter by way of a financial contribution from Carolyn Carroll to Conseco and the entry of a Consent Foreclosure vesting Absolute Title to Conseco.

NOW THEREFORE, in exchange for good and valuable consideration, receipt of which is hereby acknowledged, and in exchange for the covenants and agreements of Carolyn Carroll and Conseco, Carolyn Carroll and Conseco hereby agree as follows:

1. The above recitals are hereby incorporated into and made a part of this Agreement.
2. Carolyn Carroll does hereby forever hold harmless and forever waives any and all damages, losses, charges, expenses, attorneys fees and costs, claims, demands, causes of action, or other proceedings of whatever name or nature against Conseco, including their officers, directors, agents, brokers, attorneys and employees arising from or growing out of the Note and/or Mortgage executed by Carolyn Carroll November 26, 1996, or any other claims arising out of the property commonly known as 10046 South Forest, Chicago, IL 60628. Said waiver shall include, but not be limited to any claims, causes or losses arising from the physical condition of the subject property or claims, causes or losses resulting from condition of title of the subject property.
3. Upon completion of these foreclosure proceedings and recordation of deed resulting therefrom, Conseco does hereby forever hold harmless and forever waives any and all damages, losses, charges, expenses, attorneys fees and costs, claims, demands, causes of action, or other proceedings of whatever name or nature against Carolyn Carroll arising from or growing out of the Note and/or Mortgage executed by Carolyn Carroll November 26, 1996, or any other claims arising out of the property commonly known as 10046 South Forest, Chicago, IL 60628. Said waiver shall not be effective until after recordation of deed resulting from these proceedings and shall include, but not be limited to any claims, causes or losses arising from the physical

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condition of the subject property or claims, causes or losses resulting from condition of title of the subject property. **IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND**

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**BETWEEN CAROLYN CARROLL AND CONSECO THAT THIS SETTLEMENT AGREEMENT AND CONSENT AND THE ENTRY OF ORDER FOR CONSENT FORECLOSURE SHALL IN NO WAY AFFECT THE CAUSE AND CLAIM OF CHICAGO TITLE INSURANCE COMPANY AGAINST CAROLYN CARROLL AND LEON HARRIS BROUGHT UNDER ITS INTERVENING COMPLAINT IN THIS CASE NUMBER 98 CH 7850. FURTHER, THIS SETTLEMENT AGREEMENT SHALL IN NO WAY AFFECT ANY RIGHTS OR CLAIMS CAROLYN CARROLL MAY HAVE AGAINST LEON HARRIS.**

4. Carolyn Carroll further agrees to tender the sum of \$5,500.00 (Five-Thousand Five-Hundred Dollars and 00/100 cents) in the form of clients' funds account check, certified check or cashier's check payable to Conseco Finance Servicing Corp. and delivered to Conseco's Attorneys on or before 9:15 am April 18, 2000.

5. Conseco hereby agrees to waive any further claim that it might have against Mortgagor, Carolyn Carroll, for a personal deficiency under its foreclosure proceedings known as 98 CH 7850 upon the execution of this Agreement and upon completion of the mortgage foreclosure proceedings.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN CAROLYN CARROLL AND CONSECO THAT THIS SETTLEMENT AGREEMENT AND CONSENT AND THE ENTRY OF ORDER FOR CONSENT FORECLOSURE SHALL IN NO WAY AFFECT THE CAUSE AND CLAIM OF CHICAGO TITLE INSURANCE COMPANY AGAINST CAROLYN CARROLL AND LEON HARRIS BROUGHT UNDER ITS INTERVENING COMPLAINT IN THIS CASE NUMBER 98 CH 7850. FURTHER, THIS SETTLEMENT AGREEMENT SHALL IN NO WAY**

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LEON HARRIS.

6. Pursuant to 735 ILCS Section 15-1402 Carolyn Carroll, as sole mortgagor of the mortgaged property, and Conseco, owner of the mortgage indebtedness, hereby further expressly agree and consent to entry of an Order providing that the Judgment of Foreclosure without Right of Redemption to be entered in Case No. 98 CH 7850, now pending in Cook County, Illinois in favor of Conseco vesting absolute title to the mortgaged property in the mortgagee thirty days after its entry, free and clear of all claims, liens, and interests of the mortgagor and of all persons claiming by, through, or under the mortgagor, and free and clear of all rights to redeem and free and clear of all rights of all other persons made parties in the foreclosure and of all non-record claimants.

7. This Agreement shall be binding on Carolyn Carroll and Conseco, their beneficiaries, successors and assigns.

8. Carolyn Carroll and Conseco hereby acknowledge that they have read this Agreement and fully understand its terms.

GREENTREE FINANCIAL SERVICING  
N/K/A CONSECO FINANCE SERVICING  
CORP.

By: \_\_\_\_\_  
Pierce & Associates  
Its Attorneys

SUBSCRIBED AND SWORN TO before me this  
\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

*Carolyn Carroll*  
CAROLYN CARROLL

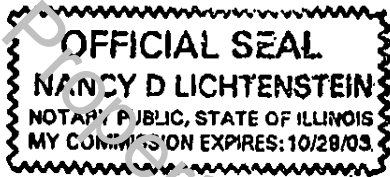
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I, Nancy D. Lichtenstein, a Notary Public, in and for the County of Cook, State of Illinois, do hereby certify that Carolyn Carroll, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of April, 2000.

Nancy D. Lichtenstein  
Notary Public



PIERCE & ASSOCIATES  
Attorneys for Plaintiff  
18 South Michigan Avenue  
Chicago, IL 60603  
312/346-9088

ATTORNEY CODE 391220

CLERK OF COOK COUNTY Clerk's Office