03013945

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

NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY and THE NORTH ATLANTIC LIFE INSURANCE COMPANY OF AMERICA,

Plaintiffs,

No. 93 CH 747

CHICAGO CITY BANK AND TRUST (COMPANY, not personally but solely as Trustee under Trust (COMPANY, not personally but solely as Trustee under Trust (COMPANY, not personally but solely as Trustee under Trust (COMPANY) as Trust (COMPANY) as Trust (COMPANY) (COMPORATION; FRANKLING GLASS, COMPORATION; FRANKLING

Defendants.

MILES MANAGEMENT CORPORATION; KIMCO CORPORATION; MARITIME CONSTRUCTION COMPANY; AND EDWARD MROZEK D/B/A MROZEK CABINET COMPANY,

Defendants/Counterplaintiffs.

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COOK COUNTY RECORDER

CORPORATION, ON; MARITIME) MPANY; AND) /B/A MROZEK) terplaintiffs.) JUDGMENT OF FORECLOSURE BY CONSENT

THIS CAUSE having been heard by this court upon the Motion of the Plaintiffs, NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY and THE NORTH ATLANTIC LIFE INSURANCE COMPANY OF AMERICA ("NWNL/NAL"), for entry of this Judgment of Foreclosure by Consent upon the Stipulation for Consent Foreclosure, proper and timely notice having been given, and the Court being fully advised in the premises, the court FINDS THAT:



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NORTHWESTERN NATIONAL LIFE
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NORTH ATLANTIC/LIFE INSURANCE
COMPANY OF AMENCE.

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EARTHERSHIP; MILES MANAGEMENT
CORPORATION; FRANKLIY GLASS;
AND.; CITICORE LEASING, INC.;
CITICORE LASCING, INC.;
CITICORE LEASING, INC.;
CITICORE LASCING, INC.;
CATHERSHIP; NORRECORD
CLAIMANTS AND UNKNOWN OWNERS.

Detendants.

MILES MANABERENT CORPORATION; KINCO CORPORATION; NARITIME CONSTRUCTION CONFAIN; NAD EOWARD MROZEK DYS/A MROZEK CARINET COMPANY,

Defendance/Counterplaintiffer

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Podięja ni koj.

- 1. NWNL/NAL filed a Verified Complaint in Chancery to foreclose its Mortgage (the "Mortgage") on certain real estate and personal property described therein.
- 2. All of the Defendants and Counter-Plaintiffs in this cause (the "Defendants") have been duly and properly brought before this court either through their appearance, service of summons and complaint, or publication and mailing, all in the manner provided by law, and that this court now has personal jurisdiction over all of the parties to this cause and the subject matter hereof.
- 3. The affidavit required to make Unknown Owners and Nonrecord Claimants parties to this action was duly filed and the affidavit to serve Unknown Owners and Nonrecord Claimants by publication was duly filed herein and said Unknown Owners and nonrecord Claimants have been only and regularly made parties to this action in the manner provided by law.
- 4. Chicago City Bank and Trust Company, not personally but solely as Trustee under Trust Agreement dated January 4, 1980 and known as Trust No. 10689 ("Chicago City Bank Land Trust 10689"), and Wacker Partners, among other parties, have executed a stipulation agreeing to the entry by this court of this judgment pursuant to Section 15-1402 of the Illinois Code of Civi. Procedure satisfying the indebtedness evidenced by those certain Promissory Notes dated September 1, 1987 (the "Note") and secured by the Mortgage, all such documents attached to the Complaint filed herein, by vesting absolute title to the mortgaged real estate and the personal property described in paragraph 6 herein (the mortgaged real estate and the personal property described in

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J. The efficient required to make Schnewa Dwiese and Honrecord Claimants particle to study and the and Honrecord Collegens Unknown Owners and Honrecord Claimants property and Honrecord Claimants and Phonrecord Claimants and Honrecord Claimants have been duly and regulative and Honrecord Claimants have been duly and regulative and together to this state of the School Claimants have been duly and regulative and parties to this aution in the manger provided by law.

Jul aciely as Trustee Under Trust and Trust Company, not personally out aciely as Trustee Under Trust agracement dated James I and Trust and Anden as Trust No. 13682 ("chirage City Bamis Land Trust 10580"), and Faculty Fartners, arong other parties, have executed a religibility of adresing to the entry by this court of this judgment pursuant to Seature 15-1402 of the Illinois Code of Civil Procedure settatying the indebteedness evidences by those derivator Frontuscry Notes and Saguencer is 1967 and "Notes and secuted by the Mortners, all once Saguence to the Complaint filled herein, by Pestand absolute title to the socretaged real estate and herein, by Pestand absolute titled in paratraph of herein fender in the personal property and the personal property described in paratraphy described in

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paragraph 6 herein shall at times be referred to herein as the "205 Property") in NWNL/NAL.

- 5. In accordance with Ill. Rev. Stat. ch. 110 para. 15-1402(c). NWNL/NAL waives any right to a personal judgment for deficiency against Chicago City Bank Land Trust 10689 and against any other person or entity who is or may be liable for the indeptedness evidenced by the Note or other obligations secured by the Mortgage.
- Recorder of Decis, Cook County, Illinois as Document No. 87519498.

 The 205 Property nerein referred to includes the real estate commonly known as 205 w. Wacker, Chicago, Illinois which is legally described in Exhibit A attached hereto and hereby incorporated by reference, and the personal property described in Exhibit B attached hereto and hereby incorporated by reference.
- 7. An order of default has been properly entered against The Himmel Corporation; Epstein Partnership; Franklin Glass, Inc.; Citicorp Leasing, Inc.; Citicorp Industrial Credit, Inc.; Advent Realty Limited Partnership; and Nonecord Claimants and Unknown Owners, and NWNL/NAL's Complaint is taken as confessed by them.
- 8. All of the rights, title, interest, claims or liens, if any, of all of the Defendants herein in the 205 Property are inferior to the lien of NWNL/NAL's Mortgage and are terminated by this Judgment.
- IT IS THEREFORE ORDERED, ADJUDGED AND DECREED and JUDGMENT IS HEREBY ENTERED as follows:

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3. In addordange with New Stat. oh. its pars. is1402(c). Alfall Waives any right to a personal judgment ton
deficiency against Chunage Grey Sain Land Trust 16869 and adminst
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8. Sill of the rights, title, interest, claims or lighs, if any, of airs or lighs, if any, of all of the Coverty and and the than of 'WWE HAL'S Manugage and are terminated by this Jungstant.

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- A. Absolute title to the 205 Property, as defined above and which property includes the real estate commonly known as 205 Wacker Drive, Chicago, Illinois which is legally described in Exhibit A attached hereto, and the personal property described in Exhibit B attached hereto, is hereby vested in NWNL/NAL, free and clear of all rights, title, interest, claims or liens, if any, of all Defendants, including Chicago City Bank and Trust Company, not personally but solely as Trustee under Trust Agreement dated January 4, 1980 and known as Trust No. 10689; Wacker Partners; The Himmel Corporation; Epstein Partnership; Miles Management Corporation; Franklin Glass, Inc.; Citicorp Leasing, Inc.; Maritime Construction Co.; Citicorp Industrial Credit, Inc.; Advent Realty Limited Partnership; Kimce Corporation; Edward Mrozek d/b/a Mrozek Cabinet Company; Nonrecord Claimants and Unknown Gwners and Counter-Plaintiffs.
- B. The indebtedness evidenced by the Note and secured by the Mortgage is deemed satisfied.
- C. NWNL/NAL is barred from obtaining a deficiency judgment against Chicago City Bank Land Trust 16689 or any other person or entity who is or may be liable for the indebtedness evidenced by the Note or other obligations secured by the Mortgage.
- D. All rights of reinstatement and redemption are barred.
- E. Each party shall pay its respective attorneys' fees and costs.
- F. The Receiver shall file a Final Report herein and the Receiver shall pay to NWNL/NAL, upon the filing of the Final

A. Absolute ville to the 205 Property, as defined above and which property includes the real estate commonly known so 105 Padker Drave, Chicogo, Illinois which is legally described in Each to A security is accepted in New Mark/NAL. Since and clear of all rights, title, interest of alies or liens, i any of all Defendance, including the security described Trust Traver Travers, not personally out cololly as Trust Board and Trust Appearant dated January 4, 1956 and Marker as Trust No. 18669, Waster Ventualist the January 4, 1956 and Marker Security Personalist for Corporation; opsicial Personalist Cheffer (Saretherical Observation Colors Ventual Archive Indicates Americal Marker Anality Limited Partnership; Mitros Corporation and Colors Corporation and Colors Corporation and Colors Corporation and Colors Corporation

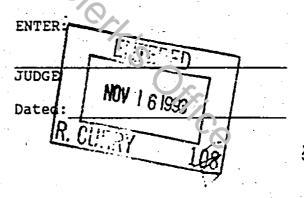
- B. The indeposedness evidenced by the Note and secured by the Note and secured by the Mosvesage to fred cecistied.
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Report, all funds in its possession and control it collected from the 205 Property in excess of the usual and ordinary expenses and fees of the receivership herein and, upon such payment, the Receiver is discharged and released without any further rights or obligations herein, or with regard to the 205 Property or the parties herein.

- G. The counterclaims of Miles Management Corporation and Maritime Construction Co. are dismissed with prejudice and pursuant to Plaintiffs' motions to dismiss.
- H. Chicago City Bank Land Trust 10689, Wacker Partners, Miles and Maritime waive all rights to modify, vacate, set aside, or appeal this Judgment. NWNL/NAL waives all rights to modify, vacate, set aside, or appeal this Judgment, except as may be necessary to vest absolute title to the 205 Property in plaintiffs free and clear of all Liens and encumbrances.
- H. There is no just reason to delay appeal or enforcement of this judgment.

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PREPARED BY AND MAIL TO:
Thomas I. Matyas
James M. Dash
ROSENTHAL AND SCHANFIELD
55 East Monroe Street, 46th Floor
Chicago, Illinois 60603
(312) 236-5622
Attorney No. 73100



TAX BILLS SHOULD BE SENT TO:

Thomas I. Matyas Rosenthal and Schanfield 55 East Monroe Street, 46th Floor Chicago, Illinois 60603

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H. Chada dity Bank Land Trust Loses, **ಸ್ಕಾರ್ಗ** Partners, Miles and Maritime value, All righte to modify, vacate, sep asido, or appear this Judgmant. News, Hat waives all rights to modify, vacate, set estitet or appeal this dudgrent, except as may ಟ್ಕ್ ಸ್ಥೆಪತ್ರದ್ದಂತದ 208 ಕನ್ನಡ್ಡಿಯ ಸ್ಥೆಗಳಿತ ಅವಾಸ್ತರಾಯ್ ವಿಶಕ್ಷಿಸ್ತ್ರಂತ ನಿರ್ವಹತ್ವಾಣಗಳಿಗೆ ಅರ glainuites fran and clear of all liens and knounbpances.

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PARCEL LINOFFICIAL COPY

A tract of land described as follows: to wit:

Commencing at the North East corner of original Lot 1 in Block 20 in the original Town of Chicago; thence West along the North line of said original Lot 1 and alon the North line of original Lot 2 in said Block 20, a distance of 100 feet \$1/2 inches; thence South in a straight line to a point in the North line of West Hadd Place, which said point is 100 feet \$1/2 inches. West of the South East corner of said original Lot 1; thence East along the North line of West Haddock Place to the South East corner of said original Lot 1; thence North along the East line of said original Lot 1 to the place of beginning, which tract or parcel of land, herein described is otherwise known and described as follows:

Lots 1 to 9 both inclusive, in Samuel Russell's Subdivision of original Lot 1 in Block 2C in original Town of Chicago, also the East 1/4 of original Lot 2 in said Fluck 2O; in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2

EASEMENT FOR JOINT USE WITH THE OWNERS OF OR PARTIES INTERESTED IN PREMISES WEST AND ADJOINING PARCEL 1 OF THE PARTY CAISSONS DEPICTED IN THE DRAWING LATED JUNE 16, 1927 AND PREPARED BY D.H. BURNHAM AND COMPANY, ATTACHED TO INSTRUMENT RECORDED AUGUST 2, 1927 AS DOCUMENT NUMBER 9735136 AND RE-PICORDED AUGUST 4, 1927 AS DOCUMENT 9738433 AND AS CONSENTED TO BY LESSOR IN INSTRUMENT RECORDED AUGUST 1, 1927 AS DOCUMENT 9734424 ALL IN COOK COUNTY, ILLINOIS.

Permanent Tax Numbers:

17-09-314-003 17-09-314-003 17-09-314-003 17-09-314-003 M Volume: 510

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Together with all buildings and improvements located the eon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements; all privileges, reservances, allowances, hereditaments and appurtenances belonging or pertaining thereto and all rights and other interests of Mortgagor; or other claims, both in law and in equity, all easements, rights of-way and rights used in tenements, hereditaments and appurtenances thereof and thereto, and all vater rights and shares of stock evidencing the same; all right, title and interest of Mortgagor, in and to any land lying within the right-of-way of any street, open or proposed, adjoining thereto, and any and all sidewalks, alleys, strips and gores of land adjacent to or used in connection thereto; all right, title and interest of Mortgagor in and to all options to purchase or lease the whole or any portion thereof or interest therein; all leasehold estate(s), all right, title and interest of Mortgagor in and to all leases or subleases thereof or any portion thereof, and all right, title and interest of Mortgagor in and to all leases or subleases thereof or any portion thereof, and all right, title and interest of mortgagor thereunder, including, without limitation, all cash or security deposits, advance or rentals and deposits or payments of similar nature, if any; and all rents, issues, profits, royalties, income and other benefits derived thereof and therefrom.

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All machinery, fixtures, furniture, heating and air-conditioning equipment, electrical equipment and other articles, equipment, personal property and fixtures of every kind and nature and all building materials (whether or not affixed) and all replacements and renewals of all or any of the foregoing, now or hereafter owned by Debtor and located at or used or useful in connection with the operation of the Premises described in Exhibit B hereto, or used or useful in connection with the renting or mainterance of said Premises or intended to be incorporated in the improvements upon said Premises, but excepting tenants' trade fixtures, furnishings and possessions.

All rents, issues, profits and income generated from the operation of the Premises, including the proceeds of any fire loss or other insurable casualty and any award that may be mad: by any condemning authority for any partial or total taking of the Premises by condemnation or eminent domain or any conveyance in lieu thereof.

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DATE NOV 3 0 1993

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL
THIS OPPORT IS THE COMMAND OF THE CIRCUIT
COURT AND VIOLATION THEREOF IS SUBJECT TO THE
PENALTY OF THE LAW.