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Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
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JUDGMENT OF CONSENT FORECLOSURE

Street Address: 57 W. 15th Street
Chicago, IL

Tax Numbers: 17-21-210-136
17-21-210-137

9

Prepared by and mail to:

Jason L. Rubin
Sonnenschein, Nath & Rosenthal
8000 Sears Tower
233 S. Wacker Drive
Chicago, IL 60606



Property of Cook County Clerk's Office

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

FRD, LLC,)	
)	
Plaintiff,)	
)	
v.)	No. 02 CH 19463
)	
BHST, L.L.C., BURNHAM STATION, L.L.C.)	Honorable Judge John Madden
P.J. FAZIO PLUMBING AND HEATING, INC.,)	
UNKNOWN OWNERS AND)	
NON-RECORD CLAIMANTS,)	
)	
Defendants.)	

JUDGMENT OF CONSENT FORECLOSURE

The Court has considered all of the pleadings, exhibits and affidavits submitted by the parties and orders that a judgment of consent foreclosure be entered.

The Court further finds as follows:

1. This Court has jurisdiction over the parties and subject matter hereof, and has jurisdiction to enter a judgment of consent foreclosure in this case pursuant to 735 ILCS 5/15-1402.
2. BHST, L.L.C. holds legal title to the mortgaged premises. Summonses were served on Defendants and upon Unknown Owners in accordance with the Illinois Code of Civil Procedure, and among the Defendants, only BHST, L.L.C. has appeared in these proceedings. An order of default has already been entered against P.J. Fazio Plumbing and Heating. No other parties possess an interest in the mortgaged premises.
3. On March 28, 2003, Defendant BHST, L.L.C. stipulated in writing to the entry of a consent foreclosure judgment pursuant to 735 ILCS 5/15-1402, which judgment vests in FRD, LLC absolute title to the mortgaged real estate described in the Mortgage, free and clear of all

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claims, liens and interests of the Mortgagor, including all rights of reinstatement and redemption, and of all such rights of all other persons and entities made parties to the foreclosure count herein.

4. FRD, LLC has offered, in its motion for judgment, to waive any and all rights to a personal judgment for deficiency against the Mortgagor, or for the performance of any other obligations secured by the Mortgage, and against all other persons liable for the indebtedness or other obligations secured by the Mortgage.

5. All parties with an interest in the mortgaged premises, who have not been found to be in default, have agreed to a consent foreclosure.

6. On October 29, 2002, BHST, L.L.C. was the legal owner of real estate in Cook County, Illinois and all personal property located thereon (hereinafter, collectively, the "Property") legally described as follows:

Legal Description:

PARCEL 1:

LOT 41 IN WILDERS SOUGH ADDITION TO CHICAGO IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 34, 35, 36, 37, 38, 39 AND 40 IN WILDER'S SOUTH ADDITION AND PART OF BLOCKS 31, 32 AND 33 IN ASSESSOR'S SECOND DIVISION OF THE EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 33 IN ASSESSOR'S SECOND DIVISION, SAID SOUTHWEST CORNER DEEDED AS BEING 205.30 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK

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33 IN ASSESSOR'S SECOND ADDITION, 168.45 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE CONVEYED TO THE ATCHINSON TOPEKA AND SANTA FE RAILWAY COMPANY PER DOCUMENT NO. 3053547; THENCE NORTH 57 DEGREES 08 MINUTES 33 SECONDS EAST ALONG SAID NORTHWESTERLY LINE 241.89 FEET TO A DEFLECTION POINT; THENCE NORTH 55 DEGREES 53 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE 160.35 FEET TO A POINT ON THE EAST LINE OF SAID LOT 34 WHICH IS 25.95 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 34; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID LOTS 34, 35, 36, 37, 38, 39 AND 40, A DISTANCE OF 323.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 40, A DISTANCE OF 114.35 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 33 IN ASSESSOR'S SECOND DIVISION 65.00 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 33, A DISTANCE OF 222.34 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART OF SAID BLOCK 33 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 33, DEEDED AS BEING 295.30 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SECTION 21; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 33, A DISTANCE OF 168.45 FEET; THENCE NORTH 57 DEGREES 08 MINUTES 33 SECONDS EAST A DISTANCE OF 16.00 FEET; THENCE SOUTHERLY A DISTANCE OF 177.54 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 33, WHICH IS 4.02 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 33; THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 33 A DISTANCE OF 4.02 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF LOTS 34, 35 AND 36 IN WILDER'S SOUTH ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS (SITUATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN) TOGETHER WITH THAT PART OF BLOCKS 30, 31, 32 AND 33 IN ASSESSOR'S SECOND DIVISION OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING

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SOUTH OF THE SOUTH LINE OF WEST 15TH STREET,
BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST 15TH STREET AND THE WEST LINE OF BLOCK 30, BEING THE EAST LINE OF SOUTH CLARK STREET; THENCE SOUTH ALONG THE WEST LINE OF BLOCKS 30, 31, 32 AND 33, HAVING A BEARING OF SOUTH 00 DEGREES 09 MINUTES 20 SECOND EAST (ASSUMED) A DISTANCE OF 246.26 FEET TO THE NORTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY IN CHICAGO BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 14, 1901 AS DOCUMENT 3053547; THENCE NORTH 57 DEGREES 08 MINUTES 33 SECONDS EAST ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 16.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE A DISTANCE OF 225.89 FEET TO THE DEFLECTION POINT IN SAID NORTHWESTERLY LINE; THENCE NORTH 55 DEGREES 53 MINUTES 33 SECONDS EAST A DISTANCE OF 160.35 FEET TO A POINT ON THE EAST LINE OF SAID LOT IN WILDER'S SOUTH ADDITION TO CHICAGO, AFORESAID, DISTANCE OF 25.98 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 34; THENCE NORTH 00 DEGREES 12 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE OF SAID LOT 34 A DISTANCE OF 25.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 34 BEING THE SOUTH LINE OF WEST 15TH STREET; THENCE WEST ALONG SAID SOUTH LINE OF WEST 15TH STREET, A DISTANCE OF 180.12 FEET TO A POINT 156.63 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE AND THE EAST LINE OF SOUTH CLARK STREET; THENCE SOUTH 40 DEGREES 02 MINUTES 38 SECONDS WEST A DISTANCE OF 211.63 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST A DISTANCE OF 32.10 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 22 SECONDS WEST A DISTANCE OF 47.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. EXCEPTING FROM PARCELS 1, 2 AND 3 ABOVE THOSE PARTS THEREOF FALLING IN BURNHAM STATION II CONDOMINIUM RECORDED AS DOCUMENTS 99811484, 09001335 AND 00275115 AND FALLING IN BURNHAM STATION CONDOMINIUM RECORDED AS DOCUMENT 00159774.

commonly known as 57 West 15th Street, Chicago, IL, and all personal property listed on the attached Exhibit A.

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The Cook County property identification numbers for the Property are:

P.I.N.: 17-21-210-136
17-21-210-137

7. On April 1, 1998, Burnham Station, L.L.C., BHST, L.L.C.'s predecessor in interest, executed and delivered to First Bank:

- (a) A Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (Exhibit A to the Complaint) ("Mortgage") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 13, 1998 as document number 98394033;
- (b) A Revolving Note (Exhibit D to the Complaint) ("Revolving Note") promising to pay First Bank the sum of \$10,000,000.00 together with interest as specified therein, which was secured by the Mortgage; and
- (c) A Security Agreement (Exhibit F to the Complaint) that granted First Bank "the right to take immediate and exclusive possession of the Collateral" in the event of default under the Security Agreement or Revolving Note. The personal property listed on the attached Exhibit A is the collateral identified by the Security Agreement

8. On June 14, 1999, Burnham Station, L.L.C., BHST, L.L.C.'s predecessor in interest, executed and delivered to First Bank:

- (a) A First Modification to the Mortgage, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 23, 1999 as document number 99605564; and
- (b) A First Revolving Note Modification Agreement ("First Modification") increasing the amount of the Revolving Note from \$10,000,000 to \$12,500,000.

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9. On February 14, 2000, Burnham Station, L.L.C., BHST, L.L.C.'s predecessor in interest, executed and delivered to First Bank:

(a) A Second Modification to the Mortgage (Exhibit C to the Complaint), recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 22, 2000 as document number 00128887; and

(b) A Second Revolving Note Modification Agreement ("Second Modification") (Exhibit D to the Complaint) increasing the amount of the Revolving Note from \$12,500,000 to \$14,500,000.

10. On June 30, 2001, Burnham Station, L.L.C., BHST, L.L.C.'s predecessor in interest, executed and delivered to First Bank:

(a) A Third Revolving Note Modification Agreement ("Second Modification") (Exhibit D to the Complaint) extending the maturity date of the Revolving Note to the earlier of First Bank's demand or June 30, 2002.

11. The Mortgage, Revolving Note, all modification thereto and Security Agreement are valid obligations of Burnham Station, L.L.C., and any of its successors in interest or assigns.

12. Burnham Station, L.L.C. failed to pay principal and interest when due on April 1, 2002. Accordingly, First Bank accelerated the entire debt.

13. As of March 31, 2003, the total amount due was \$7,591,649.19 with a per diem interest on the outstanding principal of \$3,333.22.

14. All of First Bank's rights and interests in the mortgages, notes and related agreements have been assigned to FRD, LLC.

15. The rights, titles and interests of all defendants herein are junior and subordinate to FRD, LLC's mortgage lien on the Property for the amounts herein above found due to FRD,

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LLC and FRD, LLC has a first, prior and superior lien upon the Property, together with the rents, issues and profits therefrom, for all such amounts and any additional costs of suit, and has the right to have its lien foreclosed and the Property sold in satisfaction thereof.

16. Mortgagor has expressly waived all rights of redemption on behalf of itself and all other persons. This waiver is an effective bar against redemption by Mortgagor and all persons beneficially interested therein or claiming through Mortgagor, including all defendants herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. Absolute title to the Property (described in Paragraph 6 above) is vested absolutely in fee simple by this judgment in FRD, LLC, free and clear of all claims, liens, and interest of the Mortgagor, and of all persons claiming by, through or under the Mortgagor, and free and clear of all rights of any person or entity to redeem or reinstate.

B. The amount of the Mortgage indebtedness is satisfied and discharged by this judgment.

C. All rights and equities of redemption by all parties in and to the Property are hereby barred and foreclosed.

D. FRD, LLC's rights to a personal judgment for deficiency against the Mortgagor, or for the performance of any other obligations secured by the mortgage, and against all other persons liable for the indebtedness or other obligations secured by the Mortgage are hereby barred.

E. This document, by itself, shall be sufficient to convey absolute title to the Property to FRD, LLC pursuant to the terms of this judgment, and to convey to FRD, LLC all of Defendants' interest in and to any and all leases relating to the Property, and any and all personal property subject to any security interest held by FRD, LLC or any of its predecessors in interest.

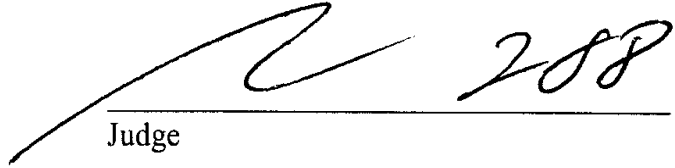
This document may be recorded by the Recorder of Deeds of Cook County, Illinois.

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F. The Court finds that there is no just cause for delay of the enforcement or appeal of this Judgment.

DATED: _____

ENTERED:



Judge

Richard L. Fenton
Jason L. Rubin
SONNENSCHN NATH & ROSENTHAL
8000 Sears Tower
Chicago, IL 60606
(312) 876-8000
Firm No. 90784
14274525

ENTERED
CLERK OF CIRCUIT COURT
DOROTHY BROWN
APR 28 2003
JUDGE JOHN MADDEN - 288
DEPUTY CLERK _____

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