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**CERTIFIED COPY OF CONSENT JUDGMENT OF FORECLOSURE ENTERED
BY JUDGE SOPHIA H. HALL ON MARCH 14, 2005**

Prepared By and
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

WEST SUBURBAN BANK)
) Plaintiff(s),
)
) -vs-)
)
) JOS A. PUTHENVEETIL A/K/A JOS ANTHONY)
) PUTHENVEETIL, PEJOMA LLC, SUPREME PRINTED)
) CIRCUITS LLC, KING CONCRETE, INC., BANK OF)
) NORTHERN ILLINOIS, N.A. AS TRUSTEE UNDER)
) TRUST AGREEMENT DATED DECEMBER 11, 1991)
) AND KNOWN AS TRUST NUMBER 3340 AS)
) ASSIGNEE OF COSMOPOLITAN NATIONAL BANK)
) OF CHICAGO AS TRUSTEE UNDER TRUST)
) AGREEMENT DATED AUGUST 14, 1980 AND)
) KNOWN AS TRUST NUMBER 25581,)
) ALCAN-UNITED CONCRETE, INC., DIAMOND)
) HUELS, P.C. FORMERLY KNOWN AS DIAMOND,)
) MESSINA & HUELS, P.C., CHICAGO SMSA LIMITED)
) PARTNERSHIP, CROWN CASTLE CT COMPANY LLC,)
) SLEZAK BROTHERS CONSTRUCTION, INC.,)
) UNKNOWN TENANTS, UNKNOWN OCCUPANTS,)
) UNKNOWN OWNERS & NON-RECORD CLAIMANTS)
) Defendant(s)

Case No. 04 CH 16021

CONSENT JUDGMENT OF FORECLOSURE

THIS CAUSE coming before the Court for hearing on the merits of the COMPLAINT FOR FORECLOSURE filed herein by Plaintiff and upon Plaintiff's MOTION FOR JUDGMENT; this Court, having considered the evidence and arguments of counsel and being advised in the premises, make these FINDINGS:

I. JURISDICTION.

(1) a. The following Defendants have each been properly served with a SUMMONS and a copy of the COMPLAINT on the dates shown, and having failed to answer said COMPLAINT or otherwise enter any appearance herein although more than thirty (30) days have passed since such service, are ordered defaulted: JOS A. PUTHENVEETIL A/K/A JOS ANTHONY PUTHENVEETIL, PEJOMA LLC, SUPREME PRINTED CIRCUITS LLC, BANK OF NORTHERN ILLINOIS, N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1991 AND KNOWN AS TRUST NUMBER 3340 AS ASSIGNEE OF COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 14, 1980 AND KNOWN AS TRUST NUMBER 25581, ALCAN-UNITED CONCRETE, INC., DIAMOND HUELS, P.C. FORMERLY KNOWN AS DIAMOND, MESSINA & HUELS, P.C., CHICAGO SMSA LIMITED PARTNERSHIP, SLEZAK BROTHERS CONSTRUCTION, INC.

b. The following Defendants, UNKNOWN TENANTS, UNKNOWN OWNERS and NON-RECORD CLAIMANTS, were duly served by publication of a NOTICE in LAW BULLETIN, a secular daily newspaper of general circulation in DuPage County, Illinois, and copies of said NOTICE were mailed to said Defendants by the Clerk of this Court pursuant to 735 ILCS 5/2-206 and said Defendants have failed to answer the COMPLAINT or otherwise enter any appearance herein although more than thirty (30) days

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have passed since the first said publication, and the default date published as aforesaid has passed, and said Defendants, UNKNOWN TENANTS, UNKNOWN OWNERS and NON-RECORD CLAIMANTS are ordered defaulted: UNKNOWN TENANTS, UNKNOWN OWNERS and NON-RECORD CLAIMANTS.

c. The following Defendants filed responsive pleadings herein by counsel as shown: KING CONCRETE, INC. & CROWN CASTLE GT COMPANY, LLC.

(2) The Court specifically finds service of process in each instance was properly made in accordance with the Code of Civil Procedure.

(3) This Court has jurisdiction over all the parties hereto and the subject matter presented herein.

II. EVIDENTIARY FINDINGS.
(735 ILCS 5/15-1504(a) (1) through (3))

Plaintiff filed a COMPLAINT herein to foreclose the mortgage (or other conveyance in the nature of a mortgage) (herein called "mortgage") hereinafter described and joined the following persons as defendants: JOS A. PUTHENVEETIL A/K/A JOS ANTHONY PUTHENVEETIL, PEJOMA LLC, SUPREME PRINTED CIRCUITS LLC, KING CONCRETE, INC., BANK OF NORTHERN ILLINOIS, N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1991 AND KNOWN AS TRUST NUMBER 3340 AS ASSIGNEE OF COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 14, 1980 AND KNOWN AS TRUST NUMBER 25581, ALCAN-UNITED CONCRETE, INC., DIAMOND HUELS, P.C. FORMERLY KNOWN AS DIAMOND, MESSINA & HUELS, P.C., CHICAGO SMSA LIMITED PARTNERSHIP, CROWN CASTLE GT COMPANY LLC, SLEZAK BROTHERS CONSTRUCTION, INC., UNKNOWN TENANTS UNKNOWN OWNERS, & NON-RECORD CLAIMANTS.

2. Attached to the COMPLAINT as Plaintiff's Exhibit "A" is a copy of said mortgage and as Plaintiff's Exhibit "B" is a copy of a note secured thereby. Plaintiff's Exhibits "A" and "B" are admitted into evidence, and any originals presented may be withdrawn.

3. Information concerning mortgage:

- (a) Nature of instrument: Mortgage.
- (b) Date of Mortgage: FEBRUARY 15, 2000.
- (c) Name of Mortgagor: JOS A. PUTHENVEETIL.
- (d) Name of Mortgagee: WEST SUBURBAN BANK.
- (e) Date and place of recording: FEBRUARY 18, 2000 at the office of the Recorder of Deeds of Cook County, Illinois.
- (f) Identification of recording: Document No. 00122284.
- (g) Interest subject to the Mortgage: Fee simple.
- (h) Amount of original indebtedness including subsequent advances made under the Mortgage: \$1,240,000.00.
- (i) Both the legal description of the mortgaged real estate and the common address or other information sufficient to identify it with reasonable certainty:

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LOT 1 IN TSCHURTZ'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 8, A DISTANCE OF 485.60 FEET; THENCE EAST ALONG THE NORTH LINE OF NORTH RIDGE SUBDIVISION, A DISTANCE OF 307.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE AFORESAID LINE, A DISTANCE OF 566.60 FEET TO A POINT IN THE WEST LINE OF FREEDOM SMALL FARMS SUBDIVISION; THENCE SOUTH ALONG THE AFORESAID LINE, A DISTANCE OF 768.70 FEET TO A POINT ON THE NORTH LINE OF FAIRVIEW LANE SUBDIVISION; THENCE WEST ALONG THE AFORESAID NORTH LINE, A DISTANCE OF 566.60 FEET TO A POINT ON THE EAST LINE OF THE NORTH RIDGE SUBDIVISION; THENCE NORTH ALONG THE AFORESAID EAST LINE, A DISTANCE OF 769.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 03-08-100-038-0000

COMMONLY KNOWN AS: 125 W. BOEGER ROAD, ARLINGTON HEIGHTS, IL 60004

- (j) Statement as to defaults and amounts now due:
- (1) Default of the mortgagors occurred on APRIL 12, 2004 and payments which have become due under the secured Note are in default and arrears in the total amount of \$6,252.63.
 - (2) The total amount now due is \$1,138,809.41 as of APRIL 12, 2004 plus interest accrued thereafter, court costs, title costs, and Plaintiff's attorney's fees.
- (k) Statement as to per diem interest accruing under the Mortgage after default: the per diem interest accruing under the Mortgage after default is \$154.91.
- (l) Name of present owner of real estate: WEST SUBURBAN BANK.
- (m) Names of other persons who are joined as Defendants and whose interest in or lien on the mortgaged real estate is sought to be terminate:
- (1) JOS A. PUTHENVEETIL A/K/A JOS ANTHONY PUTHENVEETIL
 - (2) PEJOMA LLC
 - (3) SUPREME PRINTED CIRCUITS LLC
 - (4) KING KONCRETE, INC.
 - (5) BANK OF NORTHERN ILLINOIS, N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1991 AND KNOWN AS TRUST NUMBER 3340 AS ASSIGNEE OF COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE

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UNDER TRUST AGREEMENT DATED AUGUST 14, 1980 AND KNOWN AS TRUST NUMBER 2558

- (6) COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 14, 1980 AND KNOWN AS TRUST NUMBER 2558
- (7) ALCAN-UNITED CONCRETE, INC.
- (8) DIAMOND HUELS, P.C. FORMERLY KNOWN AS DIAMOND, MESSINA & HUELS, P.C.
- (9) SLEZAK BROTHERS CONSTRUCTION, INC.
- (10) UNKNOWN OWNERS
- (11) NON-RECORD CLAIMANTS

(n) Name of Defendants claimed to be personally liable for deficiency, if any: JOS A. PUTHENVEETIL by reason of the Guaranty attached hereto as Plaintiff's Exhibit "F".

(o) Capacity in which Plaintiff brings this Foreclosure: As the owner and legal holder of the Note, Mortgage and indebtedness.

III. DEEMED ALLEGATIONS PROVED.
(735 ILCS 5/15-1504 (c)(1) through (11).)

- (1) On the date indicated in the COMPLAINT, the obligor of the indebtedness or other obligations secured by the mortgage was justly indebted in the amount of the indicated original indebtedness to the original Mortgagee or payee of the mortgage note.
- (2) The Exhibits attached to the COMPLAINT are true and correct copies of the mortgage and note.
- (3) The Mortgagors were, at the date indicated in the COMPLAINT, owners of the interest in the real estate described in the COMPLAINT and as of that date made, executed and delivered the mortgage as security for the note or other obligations.
- (4) The mortgage was recorded in the county in which the mortgaged real estate is located, on the date indicated, in the book and page or as the document number indicated.
- (5) Defaults occurred as indicated in the COMPLAINT and in evidence or affidavits presented to the Court.
- (6) The persons named as present owners are the owners of the indicated interest in and to the real estate described.
- (7) The mortgage constitutes a valid, prior and paramount lien upon the indicated interest in the mortgaged real estate, which lien is prior and superior to the right, title, interest, claim or lien of all parties and non-record claimants whose interests in the mortgaged real estate are terminated by this foreclosure.

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(8) By reason of the defaults alleged and proved, if the indebtedness had not matured by its terms, the same became due by the exercise, by the Plaintiff or other persons having such power, of a right or power to declare immediately due and payable the whole of all indebtedness secured by the mortgage.

(9) Any and all notices of default or election to declare the indebtedness due and payable or other notices required to be given have been duly and properly given.

(10) Any and all periods of grace or other period of time allowed for the performance of the covenants or conditions claimed to be breached or for the curing of any breaches have expired.

(11) The amount indicated to be due is broken down in the statement in the COMPLAINT or in the evidence or affidavits presented to the court into various items; the same are correctly stated and if such breakdown indicates any advances made or to be made by the plaintiff or owner of the MORTGAGE indebtedness, such advances were, in fact, made or will be required to be made, and under and by virtue of the mortgage the same constitute additional indebtedness secured by the mortgage.

(12) The parties have entered into a Stipulation pursuant to Section 15-1402 of the Illinois Code of Civil Procedure which has been filed herein.

IV. FEES AND COSTS.

(735 ILCS 5/1504 (d) (1) through (6))

(1) Plaintiff has been compelled to employ and retain attorneys to prepare and file the COMPLAINT and to represent and advise the Plaintiff in the foreclosure of the mortgage, and the Plaintiff has and will thereby become liable for the usual, reasonable and customary fees of the attorneys in that behalf including fees through the date of this Judgment and thereafter through the date of sale.

(2) The Plaintiff has been compelled to advance or will be compelled to advance, various sums of money in payment of costs, fees, expenses and disbursements incurred in connection with the foreclosure, including, without limited the generality of the foregoing, filing fees, stenographer's fees, witness' fees, cost of publication, costs of procuring and preparing documentary evidence and costs of procuring abstracts of title, Torrens certificates, foreclosure minutes and a title insurance policy.

(3) Under the terms of the mortgage, all such advances, costs, attorneys' fees and other fees, expenses and disbursements are made a lien upon the mortgage real estate and the Plaintiff is entitled to recover all such advances, costs, attorneys' fees, expenses and disbursements, together with interest on all advances at the rate provided in the mortgage, or, if no rate is provided therein, at the statutory judgment rate, from the date on which such advances are made.

(4) In order to protect the lien of the mortgage, it may or has become necessary for Plaintiff to pay taxes and assessments which have been or may be levied upon the mortgaged real estate.

(5) In order to protect and preserve the mortgaged real estate, it has or may also become necessary for the Plaintiff to pay fire and other hazard insurance premiums on the real estate or to make such repairs to the real estate as may reasonably be deemed necessary for the proper preservation thereof.

(6) Under the terms of the mortgage, any money so paid or expended has or will become an additional indebtedness secured by the mortgage and will bear interest from the date such monies are advanced at the rate provided in the mortgage, or, if no rate is provided, at the statutory judgment rate.

V. ULTIMATE FINDINGS.

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(1) The allegations of Plaintiff's COMPLAINT are true substantially as set forth, the equities in the cause are with Plaintiff, and Plaintiff is entitled to the relief requested in the COMPLAINT including foreclosure of said mortgage upon the real estate described therein the amount of the Total Balance Due, as found in II, paragraph 3(k) above, together with interest thereon at the statutory rate after the entry of this Judgment and additional court costs, including publication costs and expenses of sale.

(2) All lien or mortgage claimants defaulted are found and declared to have no interest in the real estate foreclosed, as they have offered no evidence of said interest.

(3) Said real estate is free and clear of all Liens and Encumbrances except:

- a. General real estate taxes and special assessments, if any.
- b. Said mortgage ordered foreclosed herein.

(4) Plaintiff's Mortgage is prior and superior to all other mortgages, claims of interest and liens upon said real estate except for real estate taxes and special assessments, if any, and except for any mortgages or liens found herein to be prior and superior to Plaintiff's mortgage or prior liens of non-parties.

(5) The sum of attorneys' fees allowed herein as stated above is the fair, reasonable and proper fee to be allowed to Plaintiff as attorney's fees in this proceeding in accordance the note and mortgage given to Plaintiff by mortgagors, which should be added to and become a part of the balance due to Plaintiff.

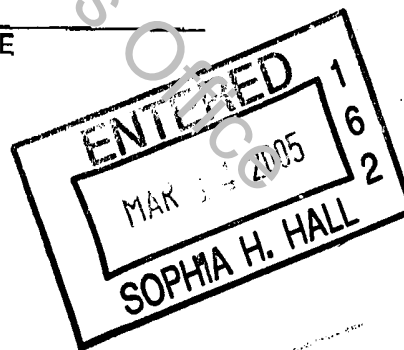
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a JUDGMENT FOR FORECLOSURE is granted to Plaintiff and against all Defendants pursuant to Section 15-1402 of the Illinois Code of Civil Procedure satisfying the mortgage indebtedness and absolute title to the mortgaged real estate is vested in the Plaintiff, WEST SUBURBAN BANK, free and clear of all claims, liens and interest of the mortgagors including rights of reinstatement and redemption and all rights of other persons made parties herein and all non-record claimants except for the interest of CHICAGO SMSA LIMITED PARTNERSHIP and CROWN CASTLE GT COMPANY LLC pursuant to the Lease Agreement and Subordination Agreement recorded August 5, 1991 as 91394040 which shall remain unaffected and there is no just reason to delay enforcement of or appeal from this final appealable judgment order.

DATED: _____

ENTER: _____
JUDGE

86511-24

VR March 11, 2005



I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
DATE MAR 22 2005

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

Giagnorio & Robertelli, Ltd.
attorneys at law

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