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## RECORDING COVER SHEET



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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
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## DESCRIPTION OF ATTACHED INSTRUMENT:

### JUDGMENT OF FORECLOSURE

CASE NAME: RATKO MUSIKIC, ASSIGNEE BY ASSIGNMENT OF LOAN DOCUMENTS AGREEMENT DATED AUGUST 4, 2004, BETWEEN MIDWEST BANK AND TRUST COMPANY AND RATKO MUSIKIC v. SM REAL ESTATE, an Illinois corporation; CHRIS M. SPINA, an individual; UNKNOWN OWNERS and NON-RECORD CLAIMANTS

CASE NO.: 04 CH 03210

JURISDICTION: IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PIN NOS.: 16-02-403-003, 16-02-403-004, and 16-02-403-005

ADDRESS: 3515-3523 W. Grand Avenue, Chicago, Illinois 60654

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

RATKO MUSIKIC, ASSIGNEE BY )  
ASSIGNMENT OF LOAN DOCUMENTS )  
AGREEMENT DATED AUGUST 4, 2004, )  
BETWEEN MIDWEST BANK AND TRUST )  
COMPANY AND RATKO MUSIKIC, )

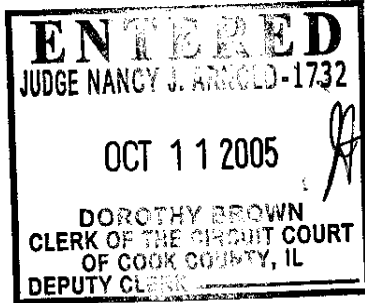
Case No. 04 CH 03210

Plaintiff,

v.

SM REAL ESTATE, an Illinois corporation; )  
CHRIS M. SPINA, an individual; )  
UNKNOWN OWNERS and NON-RECORD )  
CLAIMANTS, )

Defendants. )



### JUDGMENT OF FORECLOSURE

This matter coming to be heard on the Court's status on compliance with the Agreed Order dated September 8, 2005, Plaintiff's (Musikic) and Defendant's (Spina) attorneys appearing in court and the Court being fully advised in the premises. The Court finds that subject property was not sold pursuant to ¶1 of the Agreed Order. It is hereby ordered:

1. The instant foreclosure proceeding is deemed concluded by way of the parties' agreement to a consent foreclosure, which was expressed in the Agreed Order dated September 8, 2005, and pursuant to such consent foreclosure, it is hereby ordered that:

a. Spina's counterclaim is dismissed with prejudice and his motion for partial summary judgment on the counterclaim is withdrawn;

b. Musikic's §2-619(a)(9) motion to dismiss counterclaim is withdrawn;

c. SM Real Estate, Inc. is dismissed based on the fact that before the filing of the complaint for foreclosure, SM Real Estate, Inc. became involuntarily dissolved on May 1, 2003, by the Illinois Secretary of State and never became reinstated and Musikic and Spina at all times were and have been the only shareholders of the corporation and Musikic and Spina were personally liable for the mortgage and note;

d. Unknown Owners and Non-Record Claimants are defaulted;

e. Pursuant to the Assignment of Loan Documents agreement dated August 4, 2004, between Musikic and Midwest Bank and Trust Company and amendment to the complaint for foreclosure filed on September 10, 2004, Musikic became the mortgagee;

f. Spina is a mortgagor;

g. The Court has jurisdiction over the matter pursuant to the Illinois Mortgage Foreclosure

Law;

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h. That all material allegations of the Amended Complaint are true and proven, and that by virtue of the mortgage, and the evidence of indebtedness secured thereby alleged in the Amended Complaint, there is due to Musikic, and he has a valid subsisting lien on the property described hereinafter for the following:

Principal	\$214,988.52
Interest through October 11, 2005	\$21,928.83
Late Charges	<u>\$10,749.43</u>
Total	\$245,636.33

i. The real property that is the subject of the complaint for foreclosure is described as follows:

P.I.N.(s): 16-02-403-003, 16-02-403-004, and  
16-02-403-005

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#### LEGAL DESCRIPTION:

PARCEL 1: THAT PART OF LOT 16 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 16, 5 FEET; THENCE NORTH ALONG A LINE DRAWN PARALLEL TO THE WEST LINE OF SAID LOT 16, 32.56 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTH WESTERLY LINE OF SAID LOT 16; THENCE SOUTHERLY ALONG THE NORTH WESTERLY LINE AND WESTERLY LINE OF SAID LOT 16 TO THE PLACE OF BEGINNING; ALSO ALL OF LOTS 17 AND 18, ALL IN CHARLES H. KUSEL'S SECOND SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2: LOT 16 EXCEPT THE PART THEREOF BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT, 32.56 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTH WESTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG THE NORTH WESTERLY AND WESTERLY LINES OF SAID LOT TO THE PLACE OF BEGINNING; IN CHARLES H. KUSEL'S SECOND SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 20, 1916 AS DOCUMENT 5914109 (EXCEPTING THAT PART OF SAID LAND TAKEN FOR OPENING OF ST. LOUIS AVENUE), ALL IN COOK COUNTY, ILLINOIS;

PARCEL 3: LOTS 12 TO 15 INCLUSIVE IN CHARLES H. KUSEL'S SECOND SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

j. As mortgagor, Spina has waived any and all rights to redeem the subject property whether by statute or in equity pursuant to 735 ILCS 5/15-1601(c)(i);

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k. Pursuant to this Court's order dated September 23, 2004, Musikic's motion to dismiss personal deficiency decree against Spina was granted;

l. In consideration of the entry of the judgment by consent, Musikic waives any and all rights to a personal judgment for deficiency against Spina and against all other persons liable for the indebtedness or other obligations secured by the mortgage and Musikic is barred from obtaining such deficiency judgment against Spina or any other person liable for the indebtedness or other obligations secured by the mortgage pursuant to 735 ILCS 5/15-1402(c);

m. No party has filed an objection to the entry of the judgment nor paid the amount required to redeem in accordance with 735 ILCS 5/15-1603;


n. Title to and interest in the subject property is absolutely vested in Musikic;

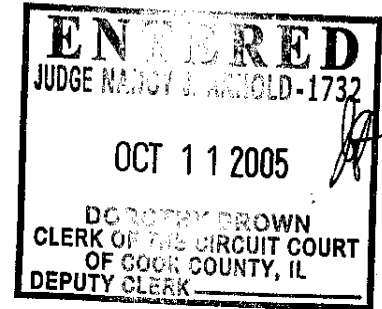
o. All rights of subordinate lien interests are terminated and all rights to redeem or object to the consent judgment are barred;

p. Musikic or its assignee is granted immediate possession of the subject property;

q. SEE BELOW

ENTERED:

  
Judge Nancy J. Arnold



Lenny D. Asaro  
NEAL & LEROY, LLC  
Attorneys for Ratko Musikic  
203 N. LaSalle  
Suite 2300  
Chicago, IL 60601  
312-641-7144  
Attorney No. 41560

Q. PER ADDITIONAL AGREEMENT BETWEEN THE PARTIES MADE TODAY, MUSIKIC AGREES ~~AND~~ TO AND SHALL PAY \$10,000.00 BY 10/21/05 TO SPINA AND BY THIS JUDGMENT ORDER, MUSIKIC HEREBY ASSIGNS ALL CAUSES OF ACTION AGAINST ABDUL ALI REGARDING THE CONTRACT REFERENCED IN ¶1 OF THE AGREED ORDER DATED 9/8/05 TO SPINA AND THE PARTIES FURTHER AGREE TO WAIVE AND RELEASE ALL CAUSES OF ACTION AND POTENTIAL CAUSES OF ACTION AGAINST EACH OTHER.