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

RUANE CONSTRUCTION, INC., an Illinois
corporation,

Plaintiff,

v.

GALWAY BUILDERS, INC., an Illinois
corporation, DECLAN FAHY, PRAIRIE
BANK AND TRUST COMPANY, and
Unknown Owners and Non-Record Claimants,

Defendants.

Case No. 07 CH 07761



Doc#: 0728331086 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/10/2007 12:39 PM Pg: 1 of 9

JUDGMENT OF FORECLOSURE AND SALE

This cause comes before the court for entry of Judgment of Foreclosure and Sale and the Plaintiff, Ruane Construction, Inc., by its attorneys Shefsky & Froelich Ltd., and the Defendant Integra Bank, f/k/a Prairie Bank, by its attorneys Crowley Barrett & Karaba, Ltd., having submitted to the jurisdiction of this Court.

This cause came on to be heard upon the Complaint of the Plaintiff, Ruane Construction, Inc. and failure to appear and answer of the Defendants, Galway Builders, Inc. and Declan Fahy, together with the evidence, oral and documentary, submitted to this Court on the issues in this cause, and it appearing that:

a. The Defendants Galway Builders, Inc. and Declan Fahy were properly served with Summons and copy of the Complaint on the dates shown in the Return of Summons and failed to answer said Complaint or otherwise enter any appearance herein although more than 30 days passed since such service, and were ordered to be in default on August 28, 2007.

b. The following Defendants and Unknown Owners and Non-Record Claimants were duly served by publication of a notice in the Chicago Daily Law Bulletin, a secular daily newspaper of general circulation in Cook County, Illinois, on March 23, March 30 and April 6, 2007, and 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 30 days have passed since the first said publication, and the default date published as aforesaid has passed, and said Defendants, Unknown Owners and Non-Record Claimants are hereby ordered defaulted: Unknown Owners and Non-Record Claimants.

c. Due notice of the Motion for entry of this Judgment of Foreclosure and Sale has been given to all parties entitled thereto, and the Court being fully advised in the premises;

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THE COURT FINDS:

1. That the equities in this case are with the Plaintiff, Ruane Construction, Inc., and that the material allegations in the Plaintiff's complaint have been proven and that the Plaintiff, Ruane Construction, Inc., is entitled to the relief sought and prayed for as set forth hereinafter.

2. That this Court has jurisdiction of the subject matter of this cause and of all of the parties hereto.

3. That on September 25, 2006, the Defendants Galway Builders, Inc., and Declan Fahy were, and are until this date, the owners of the following described Real Estate, to wit:

LOTS 1, 2 and 3 IN FAHY'S FOURTH SUBDIVISION, BEING A RESUBDIVISION OF LOTS 3 AND 4 IN J. HERBERT CLINE'S AIRVIEW, SUBDIVISION OF LOT 22 IN FREDERICK H. BARTLETT'S AERO FIELDS, BEING A SUBDIVISION OF SOUTH 20 ACRES OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, AND OF THE SOUTHEAST QUARTER OF SECTION 33, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Number 19-33-407-053-0000 (Lot 3 prior to resubdivision); and Permanent Real Estate Tax Number 19-33-407-054-0000 (Lot 4 prior to resubdivision).

4. That on September 25, 2006, the Defendants Galway Builders, Inc., and Declan Fahy entered into a written contract with the Plaintiff whereby the Plaintiff was to furnish labor and/or certain building materials during the construction of certain improvements on the premises in question. Payment of all sums due on the Contract, including principal and interest, and all costs of collection and attorneys fees, were guaranteed by Declan Fahy individually.

5. As to Counts I and II of Plaintiff's Complaint:

- a. That pursuant to the Contract, Plaintiff furnished labor and delivered building materials to the premises at 4840 West 76th Place (Lot 1 in Fahy's Resubdivision), the last of which were furnished on November 27, 2006, to the value of \$29,389.00 plus agreed upon extras in the amount of \$20,423.00.
- b. That said labor and materials became a permanent part of the building on the above-described premises and constitute a permanent improvement thereon and enhanced the value thereof.
- c. That on account of the labor and materials furnished by the Plaintiff on the above-described premises there is due Plaintiff after allowing all credits the sum of \$49,812.00, plus interest at 18 percent per annum from December 27, 2006 to the date of this judgment in the amount of \$7,050.10.

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- d. That on March 12, 2007, Plaintiff caused a claim for lien upon the above-described premises to be filed of record in the Office of the Cook County Recorder as Document No. 0707116091.
6. As to Counts III and IV of Plaintiff's Complaint:
- a. That pursuant to the Contract, Plaintiff furnished labor and delivered building materials to the premises at 4834 West 76th Place (Lot 2 in Fahy's Resubdivision), the last of which were delivered on November 27, 2006, to the value of \$29,389.00 plus agreed upon extras in the amount of \$16,703.00.
- b. That said labor and materials became a permanent part of the building on the above-described premises and constitute a permanent improvement thereon and enhanced the value thereof.
- c. That on account of the labor and materials furnished by the Plaintiff on the above-described premises there is due Plaintiff after allowing all credits the sum of \$46,092.00, plus interest at 18 percent per annum from December 27, 2006 to the date of this judgment in the amount of \$6,523.60.
- d. That on March 12, 2007, Plaintiff caused a claim for lien upon the above-described premises to be filed of record in the Office of the Cook County Recorder as Document No. 0707116090.
7. As to Counts V and VI of Plaintiff's Complaint:
- a. That pursuant to the Contract, Plaintiff furnished labor and delivered building materials to the premises at 4630 West North Place (Lot 3 in Fahy's Resubdivision), the last of which were furnished on November 27, 2006, to the value of \$29,389.00 plus agreed upon extras in the amount of \$21,708.85.
- b. That said labor and materials became a permanent part of the building on the above-described premises and constitute a permanent improvement thereon and enhanced the value thereof.
- c. That on account of the labor and materials furnished by the Plaintiff on the above-described premises there is due Plaintiff after allowing all credits the sum of \$5,553.85, plus interest at 18 percent per annum from December 27, 2006 to the date of this judgment in the amount of \$786.06.
- d. That on March 12, 2007, Plaintiff caused a claim for lien upon the above-described premises to be filed of record in the Office of the Cook County Recorder as Document No. 0707116092.

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8. That Defendant Integra Bank, f/k/a Prairie Bank, has an interest in Lot 1 and the west ½ of lot 2 of the above-described Real Estate by reason of a certain mortgage dated October 26, 2005 and filed in the Office of the Cook County Recorder on November 30, 2005 as Document No. 0533432016 and as Document No. 0533432015, and in the east ½ of lot 2 and lot 3 by reason of a later modification to the aforesaid mortgage recorded on November 6, 2006 as Document No. 0631046185 and as Document No. 0631046186; and also by reason of an Assignment of Rents recorded on November 30, 2005 as Document No. 0533432018 and 0533432017.

9. That in addition to the above-described interest, Integra Bank, f/k/a Prairie Bank, has an interest in that portion of the Real Estate designated Lot 1 in Fahy's Resubdivision by reason of a certain mortgage dated October 19, 2006 and filed in the Office of the Cook County Recorder on November 3, 2006 as Document No. 0630733123, and Assignment of Rents recorded November 3, 2006 as Document No. 0630733124.

10. That there is now due and owing the Plaintiff, Ruane Construction, Inc. for principal, interest, costs and fees, the following sums from the Defendants Galway Builders, Inc. and Declan Fahy:

- a. 4840 West 76th Place, Burbank, Illinois
(Lot 1 of Fahy's Resubdivision)

Principal Balance Due: \$49,812.00

Interest thereon at the rate of 18 percent per
annum from December 27, 2007 to the date of this
judgment \$ 7,050.10

Principal and Interest Due as
of October 10, 2007: \$56,542.76

- b. 4834 West 76th Place, Burbank, Illinois
(Lot 2 of Fahy's Resubdivision)

Principal Balance Due: \$46,092.00

Interest thereon at the rate of 18 percent per
annum from December 27, 2007 to the date of this
judgment \$ 6,523.60

Principal and Interest Due as
of October 10, 2007: \$52,320.10

- c. 4830 West 76th Place, Burbank, Illinois
(Lot 3 of Fahy's Resubdivision)

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Principal Balance Due:	\$5,553.85
Interest thereon at the rate of 18 percent per annum from December 27, 2007 to the date of this judgment.....	\$ 786.06
Principal and Interest Due as of October 10, 2007:	<u>\$6,304.70</u>
d. Total Principal and Interest Due as of October 10, 2007:	<u>\$115,817.61</u>
e. Amounts Advanced for Liens:	
Filing claim for lien.....	\$ 76.00
Clerk's filing fee.....	\$294.00
Lis pendens filing fee.....	\$ 36.00
Publication costs.....	\$500.00
Sheriff's and/or special process server fee.....	\$312.25
Total:.....	\$ <u>1,218.25</u>
f. Other Expenses Advanced:	
Chicago Title and Trust (Charges for Minutes of Foreclosure).....	\$1,000.00
Certified Copies of Recorded Documents.....	\$ 76.00
Total:.....	\$ <u>1,076.00</u>
g. Attorneys Fees:.....	\$ <u>23,169.46</u>
TOTAL:.....	<u>\$141,278.31</u>

11. That as a result of the proceedings herein, the Plaintiff, Ruane Construction, Inc. was required to expend certain sums of money for court costs, expenses and fees in the amount of \$25,463.71 as set forth in paragraphs 10(e), 10(f) and 10(g) above, and that these sums should be allowed as an additional charge against the Real Estate and allocated in the amount of one third (\$8,487.90) against each of Lots 1, 2 and 3 of the Real Estate as describe herein.

12. That by reason of the foregoing, the Plaintiff, Ruane Construction, Inc. is entitled to a lien on Lots 1, 2 and 3 of the real estate described above, for the amount so found due to the

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Plaintiff, Ruane Construction, Inc., as aforesaid, under and by virtue of the Mechanics Lien Act, 770 ILCS 60.0.01, *et seq.*, and all acts amendatory thereof.

13. That the rights and interest of the Defendants Galway Builders, Inc., Declan Fahy and all others except Integra Bank, f/k/a Prairie Bank, are subject, subordinate, and inferior to the lien of the Plaintiff herein, Ruane Construction, Inc.

14. That this court's determination of the rights and priorities of Ruane Construction, Inc. and Integra Bank, f/k/a Prairie Bank, under Section 16 of the Mechanics Lien Act, 770 ILCS 60/16, is reserved.

15. That the Defendants, Galway Builders, Inc. and Declan Fahy, are indebted to the Plaintiff in the sum of \$101,457.85 together with interest in the sum of \$14,359.76, and for expenses advanced for liens in the amount of \$1,218.25, and other expenses advanced in pursuit of collection in the sum of \$1,076.00, and attorneys' fees in the sum of \$23,169.46; all of the aforesaid sums totaling \$141,278.31.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

A. That the Plaintiff has a lien on said Real Estate for the amounts so found to be due from the Defendants Galway Builders, Inc. and Declan Fahy in the preceding paragraphs 10 and 11 as aforesaid, as follows:

1. 4840 West 76th Place, Burbank, Illinois (Lot 1 of Fahy's resubdivision): \$65,347.00
2. 4834 West 76th Place, Burbank, Illinois (Lot 2 of Fahy's resubdivision): \$61,103.50
3. 4830 West 76th Place, Burbank, Illinois (Lot 3 of Fahy's resubdivision): \$14,827.81

B. That the Defendants Galway Builders, Inc. and Declan Fahy or someone on their behalf pay the Plaintiff, Ruane Construction, Inc. within 21 days from the date hereof, the sum of \$101,457.85 together with interest thereon in the amount of \$14,457.85; and costs of this suit and expenses advanced in the sum of \$2,294.25; and attorneys fees in the amount of \$23,169.46.

C. That in case of default of said payment being made as stated above by the Defendants, the premises as described above in finding 3, which premises are improved as or so much thereof as may be sufficient to satisfy the amount due to the Plaintiff and which may be sold separately without material injury to the parties' interest, shall be sold for principal and interest, the costs of this suit and other fees as stated above, disbursements, and commissions, at public auction for cash to the highest bidder in Room 704, Richard J. Daley Center, Chicago, Cook County, Illinois, by the Sheriff of Cook County, at such time as he shall prescribe after the expiration of the redemption period provided in this judgment.

D. That the Plaintiff or such other party designated by the Court shall give public notice of the sale as follows:

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1. The notice of sale shall include the following information, but an immaterial error in the information shall not invalidate the legal effect of the notice:

- a. The name, address, and telephone number of the person to contact for information regarding the real estate;
- b. The common address and other common description (other than legal description) of any of the real estate;
- c. A legal description of the real estate sufficient to identify it with reasonable certainty;
- d. A description of the improvements on the real estate;
- e. Whether the real estate may be inspected prior to the sale upon making reasonable arrangements with the person identified in paragraph (a);
- f. The time and place of the sale;
- g. The terms of the sale;
- h. The case title, case number, and the court in which the foreclosure was filed; and
- i. A statement that no other information is required.

2. The Notice of Sale shall be published at least three consecutive calendar weeks (Sunday through Saturday), once in each week, the first such notice to be published not more than 35 days prior to the sale, the last such notice to be published not less than 7 days prior to the sale, by

- a. an advertisement in a newspaper circulated to the general public in the county in which the real estate is located, in the section of that newspaper where legal notices are commonly placed; and
- b. a separate advertisement in the section of such newspaper, which may be the same newspaper, in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public; provided that where both advertisements could be published in the same newspaper and that newspaper does not have separate legal notices and real estate advertisement section, a single advertisement shall be sufficient.

No other publication shall be required.

3. The party who gives notice of the public sale shall also give notice to all parties in the action who have appeared and who have not previously been found by the Court to be in default for failure to plead. Such notice shall be given in a manner provided in the applicable rules of Court for service of paper other than process and complaint, no more than 28 days or less than 7 days prior to the day of sale. After notice is given as required in this section, a copy

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thereof shall be filed in the office of the Clerk of this Court together with a certificate of counsel or other proof that notice has been served in compliance with this section.

4. The party who gives notice of the public sale shall again give notice of any adjourned sales; provided, however, that if the adjourned sale is continued for less than 30 days after the last scheduled sale, notice of any adjourned sale need be given only once not less than 5 days prior to the date of the adjourned sale.
 5. Notice of the sale may be given prior to the expiration of the redemption period.
 6. No other notice by publication or posting shall be necessary.
 7. The person named in the notice of sale to be contacted for information about the real estate shall not be required to provide additional information other than that set forth in the notice of sale.
 8. Ruane Construction, Inc. may bid at this sale, and the Sheriff may accept from them in payment of their bid, in lieu of cash, their receipt for that portion of the decree of indebtedness as is distributable to them.
- E. That the Sheriff of Cook County shall give to any purchaser a Certificate of Sale as required by law.
- F. That out of the proceeds of sale, the Sheriff shall retain his fees, disbursements, and commissions relating to the sale and see that all unpaid costs are paid to the persons entitled to receive them. He shall then pay to the Plaintiff, Ruane Construction, Inc. or to Shefsky & Froelich Ltd., the Plaintiff's attorney of record, the amount due under this Judgment of Foreclosure and Sale, with interest as stated above, and all taxable costs advanced by the Plaintiff, Ruane Construction, Inc.
- G. That the Sheriff shall file his report of sale and distribution and obtain confirmation thereof by order of court.
- H. That if the premises so sold shall not have been redeemed by the laws of this state as hereinafter set forth, the Sheriff or his successor in office, upon production of any Certificate of Sale as stated above by the purchaser or purchasers or his, her, or their heirs, successors, or assigns, shall execute to the legal holder or holders thereof a deed of conveyance of the premises in such certificate described.
- I. That the period of redemption shall expire and terminate January 10, 2008 as provided in 735 ILCS 5/15-1603(b), and that thereafter the Defendants in this cause and all persons claiming under them shall be forever barred and foreclosed from all right to redeem and claim an interest in the said premises.
- J. That upon execution and delivery of the deed or deeds as aforesaid, the grantee or grantees of his, her, or their heirs, successors, or assigns be let into possession of the portion of said premises so conveyed, and that any of the parties of this cause who may be in possession of said premises or any part or parts thereof, shall, upon production of the Sheriff's deed and the

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service of a certified copy of this judgment, surrender possession thereto to such grantee or grantees or his, her, or their heirs, successors, or assigns; and in default of so doing that an Order of Assistance may be issued in accordance with the practice of this Court.

K. That sale of the Real Estate or any portion of it as provided herein shall not proceed prior to this Court's determination of rights and priorities of Ruane Construction, Inc. and Integra Bank, f/k/a/ Prairie Bank under Section 16 of the Mechanics Lien Act, 770 ILCS 60/16.

L. That judgment shall be and the same is hereby entered in favor of Ruane Construction, Inc., Plaintiff, and against the Defendants Galway Builders, Inc. and Declan Fahy, jointly and severally, for the total sum of \$141,278.31 found to be due and owing to date hereof as aforesaid, and that execution issue therefore.

M. This court retains jurisdiction of the subject matter of this cause and of all the parties hereto for the purposes of:

1. determining the character and amounts of any deficiency orders to be entered as a result of the sale;
2. determining the rights and priorities of Ruane Construction, Inc. and Integra Bank, f/k/a Prairie Bank under section 16 of the Mechanics Lien Act, 770 ILCS 60/16; and
3. enforcing and executing this order.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court expressly finds that there is no just reason to delay the enforcement of this Judgment or an appeal therefrom.

DATED: October 10, 2007

ENTERED:


Honorable Lewis M. Nixon

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