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Doc#: 0933817004 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/04/2009 01:11 PM Pg: 1 of 10

**COVER SHEET**

**JUDGMENT OF FORECLOSURE AND SALE**

Case No. 08 CH 44286

Lot 3 in Executive Estates Subdivision

Cook County, Illinois

PIN: 32-34-201-002-0000

Property of Cook County Clerk's Office

Prepared by and after recording, return to:

Kenneth A. Carlson  
Tracy, Johnson & Wilson  
2801 Black Road, Second Floor  
Joliet, IL 60435  
(815) 723-8500

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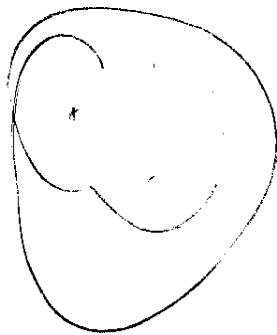
**Certified Copy**

**from**

**Circuit Court of Cook County**

**Illinois**

Property of Cook County Clerk's Office



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STATE OF ILLINOIS, }  
County of Cook } ss:

I, Clerk of the Circuit Court of Cook County, in and for the State of Illinois and the keeper of the records, files and seals thereof, do hereby certify the above and foregoing to be true, perfect and complete copy of a certain

Judgment of fore closure and Sale

filed in my office on November 02, 2009, a certain cause

pending in said Court on the \_\_\_\_\_ side thereof, wherein

Slager Cement Construction, Inc plaintiff

and Southside Developer, LLC at cal defendant.

In Witness Whereof, I have hereunto set my hand, and affixed

the seal of said Court, at Chicago,

**CHANCERY DIVISION**  
**ROOM 802**

November 19, 2009

Dorothy Bowen Clerk

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS



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3. That at all times relevant hereto, Slager was and is a corporation duly organized and existing under the laws of the State of Illinois, and was and is engaged in the business of providing labor, equipment and materials in connection with the performance of concrete work.
4. That Defendant Southside Developers, LLC ("Southside") is an Illinois limited liability company and is engaged in the residential construction business.
5. That Defendant Southside was, at all times prior to December 10, 2007, the record title holder of the following described premises:  
 Lot 3 in Executive Estates Subdivision of part of the Northeast 1/4 of Section 34, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded June 12, 2006 as document number 016318040,  
 Steger, Illinois, (P.L.D. 32-34-201-002-0000) (hereafter "Premises").
6. That Defendants, William A. Brooks and Linda L. Brooks are and were, from and after December 10, 2007, the record title holders of the Premises.
7. That on March 21, 2007, Southside, entered into an agreement with Slager whereby Slager agreed to provide labor and materials to perform certain concrete work in connection with the residential construction work on and to the Premises.
8. That pursuant to said agreement, Slager has furnished all labor and materials and performed the concrete work required by said agreement upon the Premises, and otherwise fully performed all required of it to be performed to the value of \$24,316.00, which said amount is the fair and reasonable value of the concrete work performed by Slager.
9. That as of April 19, 2007, the balance due and owing to Slager for said concrete work, after all just credits, was the sum of \$24,316.00, and Slager demanded payment of said sum, but Southside has failed and refused to pay said sum or any part thereof.
10. That all of the concrete work furnished and performed by Slager was of a good quality, were delivered to and accepted for the construction of the improvement on the Premises, constitute a permanent and valuable improvement to the Premises, and enhanced the value of the Premises.
11. That Slager completed the concrete work on April 19, 2007.
12. That on August 13, 2007, Slager caused to be recorded its Claim for Lien with the Cook County Recorder of Deeds as Document No. 0722547308, a true and correct copy of which Claim for Lien is attached to the Amended Complaint as "Exhibit A" and made a part hereof.

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13. That Slager furnished all such labor and materials and performed the concrete work to the residential structure on the Premises to the value of \$24,316.00, which said amount is the fair and reasonable value of the concrete work performed by Slager.

14. That Southside has refused to pay Slager for said concrete work to the damage of Slager in the amount of \$24,316.00.

15. That as a result of the proceedings herein the Plaintiff Slager was required to expend the sum of \$656.75 for court costs herein and that this sum should be allowed as an additional charge against the instant property, which costs are more particularly set forth in the affidavit of Kenneth A. Carlson submitted herein.

16. That there is now due and owing the Plaintiff, \$24,316.00 for principal and costs in the amount of \$656.75.

17. That the rights and interest of the Defendants William A. Brooks and Linda L. Brooks, Village of Steger, Unknown Owners and Non-Record Claimants are subject, subordinate, and inferior to the lien of the Plaintiff herein.

18. That by reason of the foregoing the Plaintiff Slager is entitled to a lien on the real estate described above, for the amount so found due to the Plaintiff, Slager, as aforesaid, under and by virtue of the Mechanics Lien Act, 770 ILCS 60.0.01, et seq., and all acts amendatory thereof.

19. That the Defendants herein are indebted to the Plaintiff in the sum of \$24,316.00 and court costs in the sum of \$656.75.

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

A. That the Plaintiff have a lien on said described premises for the amounts so found to be due from the Defendants Southside Developers, LLC, William A. Brooks, and Linda Brooks, together with statutory interest thereon from the date hereof.

B. That the Defendants Southside Developers, LLC, William A. Brooks or Linda Brooks or someone on their behalf pay the Plaintiff, Slager within 21 days from the date hereof, the sum of \$24,316.00, together with interest thereon at the rate of 9% percent per cent per annum from the date hereof, and also the costs of this suit in the sum of \$656.75.

C. That in case of default of said payment <sup>five</sup> being made as stated above by the Defendants, the premises as described above in finding 1, 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) if 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 notice 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

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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 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.

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 Slager or to Tracy, Johnson & Wilson, 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, Slager.

G. That the Sheriff shall file his report of sale and distribution and obtain confirmation thereof by order of court. *Plaintiff shall*

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 his or, 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 ~~February 22, 2010 as provided in 435 ILCS 5/15-1005(b)~~ *Six (6) months after Sale by the Sheriff*, and that thereafter the Defendants in this case 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 or 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 an / part or parts thereof, shall, upon production of the Sheriff's deed and the service of a certified copy of this judgment, surrender possession thereof 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.



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K. That judgment shall be and the same is hereby entered in favor of Slager Cement Construction, Inc., Plaintiff, and against the Defendants Southside Developers, LLC, for the total sum of \$24,972.75 found to be due and owing to date hereof, and that execution issue therefore.

and William A. Brooks  
and Linda L. Brooks

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: November 11, 2009

ENTERED:

JUDGE

Prepared by:  
Kenneth A. Carlson - 06193230  
Cook County No. 2686  
TRACY, JOHNSON & WILSON  
2801 Black Road, Second Floor  
Joliet, Illinois 60415  
(815) 723-8500

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I hereby certify that the document to which this certification is affixed is a true copy.

*Dorothy Brown* 11-19-09

Dorothy Brown  
Clerk of the Circuit Court  
of Cook County, IL

