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IN THE CIRCUIT COURT OF COOK COUNTY
COOK COUNTY, ILLINOIS

09-05061-PT

W09080061

HSBC Bank USA, National Association, as Trustee
for the holders of the certificates issued by
Deutsche Alt-A Securities Mortgage Loan Trust,
Series 2006-AR3

Plaintiff,

vs.

Ryan W. Cook aka Ryan Cook; Two East Oak
Condominium Association; Ocwen Loan
Servicing LLC; Mortgage Electronic
Registration Systems, Inc.;
Defendants

CASE NO. 09 CH 30398



Doc#: 1014449045 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/24/2010 01:38 PM Pg: 1 of 8

PREMIER TITLE

CONSENT JUDGMENT OF FORECLOSURE

NOW COMES for hearing the merits of the complaint for foreclosure filed herein by Plaintiff, HSBC Bank USA, National Association, as Trustee for the holders of the certificates issued by Deutsche Alt-A Securities Mortgage Loan Trust, Series 2006-AR3, and upon Plaintiff's Motion for Judgment this Court, having considered the evidence and arguments of counsel and being advised in the premises, makes these FINDINGS:

I. JURISDICTION.

- 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 days have passed since such service, are ordered defaulted: Two East Oak Condominium Association; Ocwen Loan Servicing LLC; Mortgage Electronic Registration Systems, Inc.
- B. The following Defendants filed responsive pleadings herein by counsel as shown:
Ryan W. Cook aka Ryan Cook filed Answer on October 15, 2009
- C. The court specifically finds service of process in each instance was properly made in accordance with the Code of Civil Procedure.
- D. This court has jurisdiction over all the parties hereto and the subject matter presented herein.

II. EVIDENTIARY FINDINGS.

- A. Attached to the complaint as Exhibit "A" is a copy of the said mortgage and as Exhibit "B" is a copy of a note secured thereby. Exhibits "A" and "B" are admitted into evidence, and any originals presented may be withdrawn.
- B. Information concerning mortgage:
 1. Nature of the Instrument: Mortgage

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2. Date of the Mortgage: March 30, 2006
3. Name of the Mortgagors: Ryan W. Cook aka Ryan Cook
4. Plaintiff is the mortgagee and/or the legal holder of the indebtedness which is secured by the mortgage being foreclosed and has standing to bring this foreclosure action.
5. Date and place of recording of Mortgage: April 10, 2006 in the office of the Recorder of Deeds or Registrar of Titles
6. Identification of recording: 0610035040
7. Estate Conveyed: Fee Simple
8. Amount of Original Indebtedness, including subsequent advances made under the mortgage: \$195,600.00
9. Legal Description and common address of Mortgaged Premises:
 - a. Legal Description: Please see attached
 - b. Common Address: 2 East Oak Street, Unit 2609, Chicago, IL 60611
 - c. P.I.N.: 17-03-20-009-1263
10. Statement as to defaults: Default occurred on May 1, 2009
11. The total amount now due is:

Principal, Accrued Interest and Advances by Plaintiff	\$209,418.86
Costs of Suit	\$1,076.00
Attorneys' Fees	\$990.00
TOTAL	\$211,484.86
12. Name of present owners of said premises: Ryan W. Cook aka Ryan Cook
13. Names of other persons who are joined as Defendants and whose interest in or lien on the mortgage real estate is sought to be terminated:
 - a) Ryan W. Cook aka Ryan Cook, as owner(s) of the real estate foreclosed herein;
 - b) Ryan W. Cook aka Ryan Cook, as mortgagor(s) of the real estate foreclosed herein;
 - c) Mortgage dated March 30, 2006 and recorded April 10, 2006 as document 0610035041 made by Ryan Cook to MERS (Mortgage Electronic Registration

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Systems, Inc.), to secure a note for \$48,900.00 being serviced by Ocwen Loan Servicing, LLC.

- d) Assessment Lien in favor of Two East Oak Condominium Association against Ryan Cook recorded April 3, 2009 as document 0909329046 in the amount of \$1,895.01.
14. Names of persons claimed to be personally liable for deficiency: none
15. Capacity in which Plaintiff brings this suit: As "mortgagee" as that term is defined at 735 ILCS 5/15-1208
16. The right of redemption has been waived by all the owners of redemption pursuant to the stipulation on file and pursuant to Statute.
17. Statement that the right of redemption has been waived by all the owners of redemption, if applicable:
18. Facts in support of request for attorneys' fees and of costs and expenses, if applicable. Plaintiff has been required to retain counsel for prosecution of this foreclosure and to incur substantial attorneys' fees, court costs, title insurance and other expenses which should be added to the balance secured by said mortgage.
19. That the interest of MEKS (Mortgage Electronic Registration Systems, Inc.), Ocwen Loan Servicing, LLC., and Two East Oak Condominium Association, after having been properly served with Summons and Complaint, are hereby terminated and the Plaintiff's interest is superior to the interest of and the Plaintiff will be entitled to an Order of Possession against Ryan W. Cook aka Ryan Cook.

III. DEEMED ALLEGATIONS PROVED.

- A. 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.
- B. The exhibits attached to the complaint are true and correct copies of the mortgage and note.
- C. 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.
- D. 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;
- E. Defaults occurred as indicated in the complaint and in evidence or affidavits presented to the court.
- F. The persons named as present owners are the owners of the indicated interests in and to the real estate described.

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- G. The mortgage constitutes a valid, prior and paramount lien upon the indicated interest in the mortgaged real estate, except the lien of , which is superior to the Plaintiff's lien but Plaintiff's 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.
- H. 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.
- I. 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.
- J. 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.
- K. The amount indicated to be due is broken down in the statement in the complaint or in the evidence or affidavits 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.

IV. FEES AND COSTS.

- A. 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.
- B. 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 limiting the generality of the foregoing, filing fees, stenographer's fees, witness fees, costs of publication, costs of procuring abstracts of title, Torrens certificates, foreclosure minutes and a title insurance policy.
- C. Under the terms of the mortgage, all such advances, costs, attorneys' fees and other fees, expenses and disbursements are made a lien upon the mortgaged 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.
- D. 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.

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- E. 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.
- F. 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.

- A. 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 in the amount of the Total Balance Due, as found in II, paragraph B. (ii) 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.
- B. 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.
- C. Said real estate is free and clear of all liens and encumbrances except:
 1. General real estate taxes for the year 2010 and thereafter and special assessments, if any.
 2. Plaintiff's said mortgage ordered foreclosed herein.
- D. Plaintiff's said mortgage is prior and superior to all other mortgages, claims of interests 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.
- E. The sum of attorney 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 with the terms of the note and mortgage given to Plaintiff by said Defendants, which should be added to and become a part of the indebtedness due to Plaintiff.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that a Consent Judgment of Foreclosure is granted to Plaintiff and against all Defendants.

IT IS FURTHER ORDERED:

VI. ORDER UPON DEEMED REQUEST FOR FORECLOSURE.

- A. An accounting has been taken under the direction of the court of the amounts due and owing to the Plaintiff as declared herein.

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- B. The Court finds that there is/are a lienholder(s) junior to that of the plaintiff, MERS (Mortgage Electronic Registration Systems, Inc.), Ocwen Loan Servicing, LLC., Two East Oak Condominium Association which would have had a right to redeem pursuant to 735 ILCS 5/15-1402(b). That said lienholders have not objected and therefore their right to redeem is hereby terminated and their interests foreclosed.

VII. TRANSFER OF TITLE

- A. This Court hereby finds and Orders that by virtue of the entry of this Judgment, that title shall immediately vest in the plaintiff. This is pursuant to 735 ILCS 5/15-1402(a). That the mortgage indebtedness referred to aforesaid is satisfied in total.
- B. Further, the plaintiff hereby shall not, pursuant to 735 ILCS 5/15-1402(c) be entitled to pursue any deficiency under the note as same is forever barred and against the mortgagor(s) and any other person liable for the indebtedness or other obligations secured by the mortgagor.
- C. The consent judgment is entered subject to an additional title search by Plaintiff after recording of the consent judgment to confirm that no additional liens have been recorded prior to the recording of the consent judgment. If additional liens have been recorded which would not be foreclosed by this consent judgment, Plaintiff may vacate the consent judgment upon motion.

VIII. OTHER MATTERS

- A. **APPEALABILITY** This is a final order of this court as it disposes of all issues between the parties and that there is no just reason to delay enforcement or appeal.
- B. **WITHDRAWAL OF DOCUMENTS** Leave is hereby given to the plaintiff to withdraw its original documents, as copies are attached to the complaint.

DATE _____

ENTER:

Judge

Judge Margaret A. Brennan
MAY 13 2010
Circuit Court-1846

FREEDMAN, ANSELMO, LINDBERG & RAPPE, LLC
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 Robert Rappe- 6201817 Doug Oliver - 6273607, Barbara Nilsen- 6287524.
 Clay R. Mosberg- 1972316, Karl V. Meyer- 6220397, Michael S. Bablo- 6236653
 Adam J. Wilde- 6301184, Jason A. Newman, Of Counsel,- 6275591, Cook- 39765

PREMIER TITLE
 1350 W. NORTHWEST HIGHWAY
 ARLINGTON HEIGHTS, IL 60004
 (847) 255-7100

R612

UNOFFICIAL COPY**LEGAL DESCRIPTION****PARCEL 1:**

UNIT NUMBER 2609, IN THE TWO EAST OAK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF BLOCK 6 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25035273, AS AMENDED TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

ALSO**PARCEL 2:**

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT 24889082, IN COOK COUNTY, ILLINOIS.

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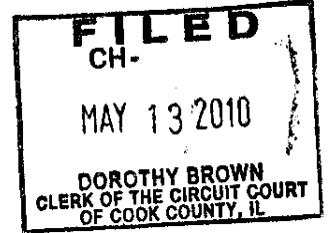
W09080061]
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Trustee for the holders of the certificates]
issued by Deutsche Alt-A Securities]
Mortgage Loan Trust, Series 2006-AR3]
Plaintiff,]

CASE NO. 09 CH 30398

vs.]

Brennan Calendar 62

Ryan W. Cook aka Ryan Cook; Two East]
Oak Condominium Association; Ocwen Loan]
Servicing LLC; Mortgage Electronic]
Registration Systems, Inc.]



Defendants.

STIPULATION

The undersigned, hereby voluntarily consent and agree to the entry of a Judgment of Foreclosure by consent and in accordance with Section 15-1402 of the Illinois Code of Civil Procedure satisfying the mortgage indebtedness to the Plaintiff by vesting absolute title to the mortgaged real estate in the mortgagee.

It is understood and agreed by the Parties that the Consent Judgment reflects the settlement of disputed legal claims. Said "disputed legal claims" include, but are not limited to, Cook's challenge to the validity and enforceability of the Loan and his request for rescission of the Loan. Consequently, HSBC Bank USA, National Association, as Trustee for the holders of the certificates issued by the holders of the Deutsche Alt-A Securities Mortgage Loan Trust, Series 2006-AR-3 (HSBC) agrees that it will not report the settlement of the disputed legal claims as resulting in any income to Cook to any tax authority. HSBC also agrees not to issue an IRS 1099-C notice in respect of such settlement.

Dated: 05. 11. 10

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