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3315 (Rev. 6/11/02) CCG 0015
Memorandum of Judgment



Doc#: 1017334084 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2010 01:12 PM Pg: 1 of 8

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS

U.S. BANK, N.A.,

v.

SHELBY FORD a/k/a SHELBY J.
FORD, RONNIE FORD, individually
and as independent administrator of
the Estate of Eva Ford, Deceased;
SHIRLEY PRICE f/k/a SHIRLEY
FORD, UNKNOWN HEIRS AND
LEGATEES OF EVA FORD,
UNKNOWN OWNERS and NON-
RECORD CLAIMANTS.

Recorder's Stamp

No. 07 CH 25483

MEMORANDUM OF JUDGMENT

On June 17, 2009, judgment was entered in this court
in favor of the plaintiff U.S. BANK, N.A.

and against defendant Shelby Ford (individually and as executor of the estate of Eva Ford) and Shirley Ford
whose address is 8718 S. Elizabeth, Chicago, Illinois (P/N 25-05-106-017)

A certified copy of the foregoing judgment is attached hereto.

Atty. No.: 80919

Name: Robert F. Rabin; Robbins, Salomon & Patt, Ltd.

Atty. for: Plaintiff

Address: 25 East Washington Street, Suite 1000

City/State/Zip: Chicago, Illinois 60602

Telephone: 312/782-9000

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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

U.S. BANK, N.A,)	
)	
v.)	
)	
SHELBY FORD, a/k/a/ SHELBY J. FORD,)	No. 07 CH 25483
RONNIE FORD, individually and as independent)	
administrator of the Estate of Eva Ford, Deceased;)	
SHIRLEY PRICE, f/k/a SHIRLEY FORD,)	
UNKNOWN HEIRS AND LEGATEES OF EVA)	Judge Pamela Hughes Gillespie
FORD; UNKNOWN OWNERS and NON-)	
RECORD CLAIMANTS.)	
)	
Defendants.)	

JUDGMENT OF FORECLOSURE AND SALE

This cause coming to be heard on Plaintiff's Motion for Default Judgment of Foreclosure and Sale, due notice having been given, the Court being fully advised in the premises;

THE COURT HAVING FOUND THAT:

A. In Count I of Plaintiff's First Amended Verified Complaint to Foreclose Mortgage (the "First Amended Complaint"), Plaintiff seeks to foreclose the mortgage recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 14, 2006 as document no. 0622602218 (the "Mortgage") and the promissory note secured thereby (the "Note"), true and correct copies of which are attached as Exhibits A and B to the First Amended Complaint, respectively;

B. In Count II of the First Amended Complaint, Plaintiff seeks judicial declarations that, *inter alia*, fee simple title to the mortgaged real estate hereinafter described (the "Subject Property") is found and adjudged to be in Defendant/Mortgagor Shelby Ford, a/k/a Shelby J. Ford ("Mortgagor"), free and clear of the claims of all other persons and entities and that the Mortgage constitutes a valid and enforceable lien upon the Subject Property that is prior, paramount and superior to the rights, title and interest of all other persons and entities;

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C. In Count V of the First Amended Complaint, Plaintiff seeks judicial declarations that, *inter alia*, (1) Defendants Ronnie Ford, individually and as independent administrator of the Estate of Eva Ford, Deceased (“Ronnie”), and Shirley Price, f/k/a Shirley Ford (“Shirley”), expressly authorized Mortgagor to execute the Mortgage and use the proceeds therefrom to satisfy prior liens encumbering the Subject Property, (2) Mortgagor was acting as Ronnie’s and Shirley’s actual or apparent agent when he executed the Mortgage and used the proceeds therefrom to satisfy prior liens encumbering the Subject Property, and (3) Ronnie and Shirley consented to, knowingly acquiesced to and/or ratified Mortgagor’s execution of the Mortgage and used the proceeds therefrom to satisfy prior liens encumbering the Subject Property;

D. This Court has personal jurisdiction over Ronnie and Shirley as they were personally served with process relating to the First Amended Complaint on February 3, 2009;

E. This Court has personal jurisdiction over Mortgagor as he was duly served with process relating to the First Amended Complaint on February 7, 2009;

F. No person or entity against whom judgment is sought has answered or otherwise pleaded, or asserted a *bona fide* defense to the matters alleged in the First Amended Complaint, which have been proved;

G. By virtue of the Mortgage and Note, there is due to Plaintiff, and it has a valid and subsisting lien upon the Subject Property in the following amounts:

1. For attorneys’ fees, costs and expenses:

A.	Litigation-Related Attorneys’ Fees:	\$ <u>770.00</u>
B.	Costs and Expenses:	
i.	Minutes of foreclosure:	\$ 475.00
ii.	Filing fee for Complaint:	\$ 294.00
iii.	Service of Process:	\$ 65.00
iv.	Recording fee:	\$ <u>36.00</u>
	Total	<u>\$ 870.00</u>

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2. For the use and benefit of Plaintiff, as owner and holder of the Mortgage and Note, but subject and subordinate to the lien for the payment of the items mentioned in subparagraph (1) of this paragraph, the outstanding unpaid principal balance, accrued interest thereupon, applicable late charges, escrow advances, and property inspection and similar costs totaling \$153,430.98, plus post-judgment interest on this sum;

3. For such advances made in order to protect the lien of the judgment and preserve the Subject Property, such as, but not limited to, funds subsequently advanced under the Mortgage, property inspections, real estate taxes or assessments, property maintenance, and insurance premiums incurred by Plaintiff after the date this judgment is entered and prior to the judicial sale of the Subject Property; and such items expended shall become an additional indebtedness secured by the judgment lien and bear interest from the date of advance at the legal rate.

H. This Court has reviewed the aforementioned attorneys' fees, costs and expenses and finds they were necessarily incurred enforcing the Mortgage and Note and collecting amounts due thereunder, they are fair, reasonable and customary, and are approve and allowed;

I. The Mortgage constitutes a valid lien upon the Subject Property which is prior, paramount and superior to the rights and interests of all other parties in and to the Subject Property. Upon entry of this judgment, the rights of Plaintiff shall be secured by a lien upon the Subject Property, which lien shall have the same priority as the Mortgage upon which the judgment relates. The rights, title, interest, claims and/or liens of all other parties in and to the Subject Property (including, but not limited to, Mortgagor, Ronnie, Shirley and the Estate of Eva Ford, Deceased) are subject, subordinate and inferior to the rights of Plaintiff and shall be terminated upon the confirmation of the judicial sale herein;

J. The Mortgage is hereby foreclosed and the Subject Property is directed to be sold is described as follows:

The North ½ of Lot 6 in Block 2 in Brainards Resubdivision of Blocks 1 to 8 and 11 in Coles Subdivision of the East ½ of the Northwest 1/4 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The permanent index number of the Subject Property, which is located at 8718 S. Elizabeth Street, Chicago, Illinois, is 25-05-106-017.

K. The Subject Property is not "residential real estate" as that term is defined in Section 15-1219 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1219 (West 2006); and

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L. Mortgagor's right of reinstatement expired on May 8, 2009, while Mortgagor's right of redemption expires on September 17, 2009.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Judgment of foreclosure and sale is entered on Count I of the First Amended Complaint in favor of Plaintiff and against Mortgagor, Ronnie (individually and as independent administrator of Estate of Eva Ford, Deceased) and Shirley.

2. Plaintiff shall be entitled to seek and obtain a deficiency judgment against Mortgagor following completion of the judicial sale of the Subject Property.

3. The Judicial Sales Corporation is appointed to execute this judgment and shall give public notice of the time, place and terms of such sale by publishing the same once a week for three consecutive calendar weeks (Sunday through Saturday), the first such notice to be published not more than forty-five (45) days prior to the sale and the last such notice to be published no less than seven (7) days prior to the sale; that said notice shall be by an advertisement in a newspaper circulated to the general public in Cook County, Illinois, in the section where legal notices are commonly placed and by separate advertisement, which may be in the same newspaper, in the section where real estate other than mortgaged property being sold in a legal proceeding, is commonly advertised to the public. Provided, however, that where said newspaper does not have separate legal and real estate sections, a single advertisement shall be sufficient.

4. That said sale may be adjourned at the discretion of the party conducting it provided, however, that if the adjourned sale is to occur less than sixty (60) days after the last scheduled sale, notice of the adjourned sale need not be given.

5. That Plaintiff, or any of the parties herein, may become the purchaser at such sale; that if Plaintiff is the successful bidder at said sale, the amount due Plaintiff, plus all costs, advances and fees hereunder, shall be taken as a credit on its bid.

6. That said Selling Officer, upon making such sale, shall immediately execute and deliver to the purchaser a Receipt of Sale and, with all convenient speed, file a report of sale and distribution with the Court for its approval and confirmation; that said Selling Officer shall include in

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the report of sale a breakdown of the distribution of the sale proceeds and attach a copy of the Receipt of Sale; that out of the proceeds of sale, distribution shall be made in the following order of priority:

- A. To the Selling Officer for its disbursements and commissions;
- B. To Plaintiff or its attorneys, the amounts set forth in Paragraph G(1) hereinabove with statutory interest from the date hereof, plus additional costs of sale;
- C. To Plaintiff or its attorneys, the amounts set forth in Paragraph G(2) hereinabove with statutory interest from the date hereof, and Paragraph G(3) hereinabove, if any, with statutory interest from the date of the respective payment; and
- D. The balance, if any, shall be held by the Selling Officer, subject to further order of Court.

7. That, upon confirmation of the sale, the party conducting said sale may issue a certificate of sale in recordable form describing the real estate purchased and the amount paid therefore and this certificate shall be freely assignable; that all amounts required to be paid by the purchaser at sale, the party conducting said sale shall, upon the request of the holder of the certificate of sale, or the purchaser if no certificate of sale was issued, execute and deliver to the holder or purchaser a deed sufficient to convey title; that said conveyance shall be an entire bar to all claims of the parties to the foreclosure and all persons claiming thereunder.

8. The parties hereto who shall be in possession of said premises, or any part thereof, or any person who may have come into such possession under them, or any of them, since the commencement of this suit, shall, as of the date 30 days after the confirmation of the Selling Officer's sale, surrender possession of said premises to the purchaser, his or her representatives or assigns.

9. This judgment of foreclosure and sale is immediately enforceable, and this Court retains authority and jurisdiction during the entire pendency of the foreclosure and until disposition of all matters arising out of the foreclosure.

10. Default judgment is entered on Count II of the First Amended Complaint in favor of Plaintiff and against Mortgagor, Ronnie (individually and as independent administrator of Estate of Eva Ford, Deceased) and Shirley, and the Court makes the following declarations:

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A. Fee simple title to the Subject Property is vested in Mortgagor free and clear of all other persons and entities, including, but not limited to, any claims of ownership made by Ronnie Ford, Shirley Price, the Estate of Eva Ford, Deceased and/or Unknown Heirs or Legatees of Eva Ford; and

B. The Mortgage constitutes a valid and enforceable lien upon the Subject Property that is prior, paramount and superior to the rights, title and interest of all other persons and entities.

11. Default judgment is entered on Count V of the First Amended Complaint in favor of Plaintiff and against Mortgagor, Ronnie (individually and as independent administrator of Estate of Eva Ford, Deceased) and Shirley, and the Court makes the following declarations:

A. Ronnie and Shirley expressly authorized Mortgagor to execute, *inter alia*, the Mortgage and use the proceeds therefrom to satisfy prior liens encumbering the Subject Property;

B. Mortgagor was acting as Ronnie's and Shirley's actual or apparent agent when he executed, *inter alia*, the Mortgage and used the proceeds therefrom to satisfy prior liens encumbering the Subject Property; and

C. Ronnie and Shirley consented to, knowingly acquiesced to and/or ratified Mortgagor's execution of, *inter alia*, the Mortgage and use of the proceeds therefrom to satisfy prior liens encumbering the Subject Property.

12. Counts III, IV, VI and VII of the First Amended Complaint are voluntarily dismissed without prejudice as moot.

13. Defendants Unknown Heirs and Legatees of Eva Ford, Unknown Owners and Non-Record Claimants are hereby voluntarily dismissed without prejudice pursuant to Code Section 5/2-1009.

Entered: _____

R. Gillispie

JUN 17 2009

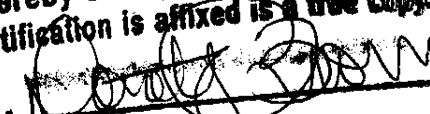
Circuit Court - 1952

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Kimberly A. Doucas
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(312) 782-9000
Firm I.D. 80919

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


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

