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Doc#: 1022934067 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/17/2010 11:39 AM Pg: 1 of 8

**PREPARED BY AND WHEN  
RECORDED MAIL TO:**

Edward J. Halper, Esq.  
Shefsky & Froelich Ltd.  
111 E. Wacker Drive  
Suite 2800  
Chicago, Illinois 60601

RAVENSWOOD BANK,	)	
	)	
Plaintiff,	)	
v.	)	Case No. 10 CH 16319
	)	Calendar 55
WESTERNVIEW II, LLC,	)	Courtroom 2810
IGOR KRIVORUCHKO, NATALIA	)	Hon. Lisa R. Curcio
PIKOVER, UNKNOWN OWNERS and	)	
NONRECORD CLAIMANTS,	)	
	)	
Defendants.	)	

**CONSENT JUDGMENT OF FORECLOSURE**

This matter coming on to be heard on the motion for entry of consent judgment of foreclosure of the Plaintiff Ravenswood Bank ("the Bank"), by and through its attorneys, Shefsky & Froelich Ltd., due notice having been given, the Court being duly advised in the premises, this Court makes the following findings and enters the following orders:

**JURISDICTION AND DEFAULT**

1. The following named Defendants voluntarily submitted to this Court's jurisdiction by executing a Stipulation for Consent Foreclosure:

- (a) Westernview II, LLC; and
- (b) Igor Krivoruchko.

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2. The following named Defendants were lawfully served by publication:
  - (a) Natalia Pikover;
  - (b) Unknown Owners; and
  - (c) Nonrecord Claimants.
3. This Court specifically finds service of process, or the exercise of personal jurisdiction over the defendants herein, was proper and in accordance with the Illinois Code of Civil Procedure.
4. After having failed to file an appearance or answer to the Complaint, the following defendants are hereby ordered to be in default:
  - (a) Natalie Pikover;
  - (b) Unknown Owners; and
  - (c) Nonrecord Claimants.
5. Although Westernview and Igor Krivoruchko have voluntarily submitted to this Court's jurisdiction, both have failed to answer or otherwise plead.

## EVIDENTIARY FINDINGS

6. The Bank, on one hand, and Westernview and Igor Krivoruchko, on the other hand, have entered into a stipulation and agreement for the entry of this Consent Judgment of Foreclosure (the "Stipulation").
7. Pursuant to Section 5/15-1401 of the Illinois Code of Civil Procedure, the Bank has offered to waive any and all rights to a personal judgment for deficiency against Westernview and Igor Krivoruchko, and against all other persons liable for the indebtedness or other obligations secured by the mortgages in the event a consent foreclosure judgment is ordered in this action.

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8. Said offer to waive deficiency has been made by motion upon notice to all parties not in default.

9. Westernview and Igor Krivoruchko have expressly consented to the entry of this Consent Judgment of Foreclosure as provided by Section 15/1402 of the Illinois Code of Civil Procedure.

10. All parties have received notice of the proposed entry of this Consent Judgment of Foreclosure.

11. No objections have been filed by any party to the entry of this Consent Judgment of Foreclosure.

12. By virtue of the Stipulation, all material allegations of the Complaint are true and proven, and by virtue of the Construction Mortgage, as described in the Complaint (the "Mortgage"), and the evidence of indebtedness secured thereby alleged in the Complaint, there is due to the Bank and it has a valid subsisting lien on the property described hereinafter, for the following amounts:

Principal Balance as of 4/5/10	\$867,376.92
Interest Accrued to 4/5/10	\$144,018.01
Late Charges	\$2,508.17
Miscellaneous Fees	\$204.84
Insurance	<u>\$740.00</u>
Subtotal, exclusive of attorneys' fees and costs	\$1,014,847.94
Per Diem Interest after 4/5/10 \$433.69 per day.	

13. Under the provisions of said Mortgage, the cost of foreclosure and reasonable attorneys' fees are an additional indebtedness for which the Bank should be reimbursed and that

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such indebtedness and reasonable attorneys' fees and expenses in the amount of \$8,154.25 are hereby allowed to the Plaintiff.

14. The Construction Mortgage dated May 19, 2006, recorded as Document No. 0615135396, between Westernview and Ravenswood, as amended by the Modification of Mortgage dated July 23, 2008, and the second Modification of Mortgage Agreement dated December 23, 2008, recorded as Document No. 0912750022, between those same parties, is hereby foreclosed, and such Mortgage encumbers the property commonly known as 4926-30 S. Western Avenue, Chicago, Illinois, which is legally described on **Exhibit A** hereto.

15. All allegations of the Complaint are true and proven against all Defendants.

16. The real estate described on Exhibit A is not residential property as defined in 735 ILCS 5/15-1219. Westernview and Igor Krivoruchko have waived any right of redemption.

17. Westernview and Igor Krivoruchko have no personal recourse liability to the Bank for any indebtedness under the Mortgage or arising out of, from or in relation to any other documents evidencing or securing said indebtedness.

**IT IS THEREFORE ORDERED AND ADJUDGED BY THIS COURT AS FOLLOWS:**

A. DEFAULT. Defendants Natalia Pikover, Unknown Owners, and Non-Record Claimants are hereby held to be in default in this case for failure to file an answer or otherwise plead to the Complaint.

B. JUDGMENT. Judgment of foreclosure pursuant to 735 ILCS 5/15-1402 is hereby entered on Count I of the Complaint against all Defendants not previously dismissed.

C. VESTING OF TITLE. That title to the real estate described on Exhibit A hereto (the "Property") is hereby vested in Ravenswood Bank, free and clear of all claims, liens, and interest of Westernview and Igor Krivoruchko, including all rights of reinstatement and

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redemption, and or all rights of all other Defendants made parties to this action, and all Unknown Owners and Nonrecord Claimants.

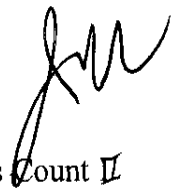
D. WAIVER OF DEFICIENCY. That the Bank has waived its right to a deficiency, and that the Bank is therefore barred from obtaining a deficiency judgment against Westernview and Igor Krivoruchko, or any other person liable for the indebtedness or other obligations secured by the Mortgage.

E. POSSESSION. That the parties hereto who shall be in possession of the Properties, or any part thereof, or any person who may have come into such possession under them or any of them, since the inception of the Mortgage or commencement of this suit, shall upon presentment of this Judgment, surrender possession of the Property to the Bank, and in default of so doing, an order of possession shall issue, *instanter*.

F. ENFORCEMENT. The Court hereby retains jurisdiction of the subject matter of this cause throughout these foreclosure proceedings, and of all the parties hereto, for the purpose of enforcing this Judgment.

G. APPEALABILITY. Pursuant to Supreme Court Rule 304(a), there is no just reason to delay enforcement of or appeal from this final appealable judgment order.

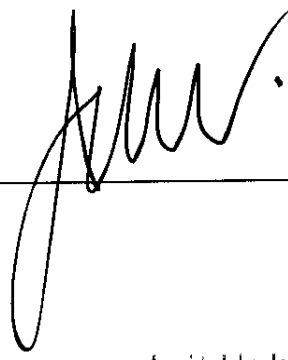
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H. VOLUNTARY DISMISSAL. The Bank's motion to voluntarily dismiss Count II of the Complaint is granted.

ENTER:

JUDGE:



Order Prepared by:  
Edward J. Halper  
Patricia S. Spratt  
Shefsky & Froelich Ltd.  
111 East Wacker Drive  
Suite 2800  
Chicago, IL 60601  
(312) 527-4000  
Firm. I.D. No. 29143  
1157502\_1

Associate Judge Jeffery L. Warnick

AUG 17 2010

Circuit Court-2024

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

*Dorothy Brown*

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



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Exhibit A  
To  
Consent Judgment of Foreclosure

LOTS 7, 8 AND 9 IN BLOCK 1 IN W.H. RAND'S SUBDIVISION OF THE  
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF  
SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND TRUNK RAILROADS,  
IN COOK COUNTY, ILLINOIS.

PINS: 19-12-216-024-0000; 19-12-216-025-0000; 19-12-216-026-0000.

Property of Cook County Clerk's Office