

UNOFFICIAL COPY

This instrument was
prepared by and mail to:
MARILYN A. MULCAHY
JAMES B. CARROLL & ASSOCIATES
7800 W. 95th St., #2E
Hickory Hills, IL 60457
Telephone 708 430-1300



1023746089

Doc#: 1023746089 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2010 04:32 PM Pg: 1 of 9

ATTACHED IS THE **CONSENT JUDGMENT OF FORECLOSURE PURSUANT TO 735**
ILCS 5/15-1402 ENTERED AUGUST 12, 2010 IN FAVOR OF STANDARD BANK AND
TRUST COMPANY, CASE NO. 09 CH 35459, IN THE CIRCUIT COURT OF COOK
COUNTY, CHANCERY DIVISION.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

#53372

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

STANDARD BANK AND TRUST COMPANY, an IL Banking Corporation)
Counter- Plaintiff,)

v.)

)CASE NO. 09 CH 35459

STANDARD BANK AND TRUST COMPANY, A/T/U/T/A)
DATED 6/25/07 A/K/A tr.. NO. 19989; PIONEER)
ENGINEERING AND ENVIRONMENTAL SERVICES, INC.,)
GRAYHORSE REAL ESTATE DEVELOPMENT, LLC,)
BRIDGES EXCAVATING, INC., MICHAEL CLARK)
PATRICIA CLARK, UNKNOWN OWNERS AND)
NON-RECORD CLAIMANTS)
Counter- Defendants.)

ENTERED
Assoc. Judge Mathias Williams Delort-1950
AUG 12 2010
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

CONSENT JUDGMENT OF FORECLOSURE PURSUANT TO 735 ILCS 5/15-1402

Now comes for hearing the merits of the counter-complaint for foreclosure filed herein by Plaintiff 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

(1) a. The following Defendants have been properly served with summons and a copy of the counter-complaint on the dates shown, and having failed to answer said counter-complaint or otherwise enter any appearance herein although more than thirty days have passed since such service, are ordered defaulted: Standard Bank and Trust Company a/t/u/t/a dated June 25, 2007 a/k/a #19989, Grayhorse Real Estate Development, LLC, Patricia Clarke and Michael Clarke

b. The following Defendants, **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, commencing on January 5, 2010, and said Defendants have failed to answer the counter-complaint or otherwise enter any appearance herein although more that thirty 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 ordered defaulted:

UNOFFICIAL COPY

c. The following Defendants filed responsive pleadings herein by counsel as shown: **None.**

(2) The court specifically finds service of process in each instance was properly made in accordance with the Code of Civil Procedure.

(3) This court has jurisdiction over all the parties hereto and the subject matter presented herein.

II. EVIDENTIARY FINDINGS

1. Plaintiff filed a counter-complaint herein to foreclose the mortgage (or other conveyance in the nature of a mortgage) (herein called mortgage) hereinafter described and joined the following persons as Defendants:

STANDARD BANK AND TRUST COMPANY, A/T/U/T/A DATED 6/25/07 A/K/A TR. NO. 19989, PIONEER ENGINEERING & ENVIRONMENTAL SERVICES, INC., BRIDGES EXCAVATING, INC., GRAYHORSE REAL ESTATE DEVELOPMENT, LLC., MICHAEL CLARKE, PATRICIA CLARKE, UNKNOWN OWNERS AND NON-RECORD CLAIMANTS

2. The following exhibits:

Exhibit "A" Mortgage dated June 28, 2007

Exhibit "B" Balloon Note dated June 28, 2007

are admitted into evidence, and any originals presented may be withdrawn.

3. Information concerning mortgage:

A. Nature of Instrument: Mortgage

B. Date of Mortgage: 6/28/07

C. Name of Mortgagor: Standard Bank and Trust Company, a/t/u/t/a dated 6/25/07 a/k/a Tr. No. 19989

D. Name of Mortgagee: Standard Bank and Trust Company

E. Date and Place of Recording: 6-29-07; Cook County Recorder

F. Identification of recording: 0718047183

G. Interest subject to the Mortgage: Fee simple

H. Amount of original indebtedness, including subsequent advances made under the Mortgage: \$900,000.00.

I. Legal description of mortgaged premises:

LOTS 30 TO 44 INCLUSIVE IN BLOCK 5 IN A.G. BRIGGS AND COMPANY'S CRAWFORD GARDENS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH,

UNOFFICIAL COPY

RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9601-9633 S. PULASKI RD.
EVERGREEN PARK, IL 60805

P.I.N. NUMBERS: 24-13-108-014-0000; 24-13-108-015-0000; 24-13-108-053-0000; 24-13-108-054-0000

J. Under Exhibits "A" and "B", the loan matured on July 5, 2008, and the loan is in default and arrears since July 5, 2008.

K. The total amount now due is:

Unpaid principal balance:	\$ 900,000.00
Accrued interest to July 14, 2010	215,118.75
Late Charges:	3,146.27
Default Interest from 7/5/08	55,350.00
Matured Late Charge	45,000.00
Advances for R.E. Tax	48,945.60
Title Charge	675.00
Attorney fees and costs incurred	<u>7,835.00</u>
TOTAL BALANCE DUE:	\$1,276,070.50
Date of calculations: 7/14/10	

*Interest accrues on the unpaid principal balance of the indebtedness through the date of entry of judgment \$281.25

L. Name of present owner of the real estate: Standard Bank and Trust Company, a/t/u/t/a dated 6/25/07 a/k/a Tr.. No. 19989

M. Names of other persons who are joined as Defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated:

- I. Grayhorse Real Estate Development, LLC, beneficiary of Trust 19989
- ii. Pioneer Engineering & Environmental Services, Inc., by virtue of its alleged mechanic lien claim
- iii. Bridges Excavating, Inc., by virtue of its alleged mechanic lien claim
- iv. Michael Clarke, member of Grayhorse Real Estate Development, LLC.
- v. Patricia Clarke, member of Grayhorse Real Estate Development, LLC

UNOFFICIAL COPY

- vi Unknown Owners
- vii Non-record claimants

N. Names of Defendants claimed to be personally liable for deficiency, if any:

Grayhorse real Estate Development, LLC

O. The capacity in which Plaintiff brings this foreclosure is as the owner and legal holder of said note, mortgage and indebtedness.

III. ALLEGATIONS DEEMED PROVED.

1. On the date indicated in the counter-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 mortgage or payee of the mortgage note.
2. The exhibits attached to the counter-complaint are true and correct copies of the mortgage and note.
3. The mortgagors were, at the date indicated in the counter-complaint, owners of the interest in the real estate described in the counter-complaint and as of that date made, executed, and delivered the mortgage as security for the note or other obligations.
4. 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;
5. Defaults occurred as indicated in the counter-complaint and in evidence or affidavits presented to the court.
6. The persons named as present owners are the owners of the indicated interests in and to the real estate described.
7. The mortgage constitutes a valid, prior and paramount lien upon the indicated interest in the mortgaged real estate, which 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.
8. 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.
9. Any and all notices of default or election to declare the indebtedness due and

UNOFFICIAL COPY

payable or other notices required to be given have been given.

10. 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.

11. The amount indicated to be due is broken down in the statement in the counter-complaint or in the evidence or affidavits presented to the court into various items; the same are correctly stated and if such break down indicated 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

1. Plaintiff has been compelled to employ and retain attorneys to prepare and file the counter-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.

2. 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 foreclosure minutes and a title insurance policy.

3. Under the terms of the mortgage, all such advances, costs, attorney 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.

4. 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.

5. 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 any reasonably be deemed necessary for the proper preservation thereof.

6. Under the terms of the mortgage, any money so paid or expended has or will

UNOFFICIAL COPY

become an additional indebtedness secured by the mortgage and will bear interest from the date such monies are advances at the rate provided in the mortgage, or, if no rate is provided, at the statutory judgment rate.

V. ULTIMATE FINDINGS.

1. The allegations of Plaintiff's counter-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 counter-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 3(K) 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.

2. 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.

3. Said real estate is free and clear of all liens and encumbrances except:

a. General real estate taxes for the year 2009 and thereafter and special assessments, if any.

b. Said mortgage given to Plaintiff.

4. 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.

5. 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:

VI. CONSENT FORECLOSURE.

1. This Judgment is entered pursuant to the provisions of 735 ILCS 5/15-1402.

2. Grayhorse Real Estate Development, LLC, as beneficiary of Standard Bank Trust #19989, mortgagor, expressly consents to the entry of this consent judgment, as provided by 735 ILCS 5/15-1402, vesting absolute title to the mortgaged real estate in the mortgagee, Standard Bank and Trust Company, free and clear of all claims and interest, including all rights of

UNOFFICIAL COPY

reinstatement and redemption both statutory and in equity, and of all rights of all other persons made a party whose interests are subordinate to that of the plaintiff, including unknown owners and non-record claimants.

3. Standard Bank and Trust Company waives all rights to a personal deficiency against Grayhorse Real Estate Development, LLC, and all other persons liable for the indebtedness or other obligations secured by the mortgage.

4. All parties not in default have been provided Notice of Motion for entry of this Consent Judgment and no party has objected to the entry of this Consent Judgment.

5. Grayhorse Real Estate Development, LLC, Standard Bank and Trust, as Trustee U/T #19989 and Standard Bank and Trust Company stipulate to the foregoing statements, as evidenced by their signatures hereinbelow.

VII. TRANSFER OF TITLE AND POSSESSION.

A. Upon entry of this Consent Judgment, absolute title shall vest in the Plaintiff, Standard Bank and trust Company.

B. Plaintiff is granted possession of the mortgaged real estate described herein commonly known as 9601-9633 S. Pulaski Rd., Evergreen Park, IL 60805 .

VIII. NON RESIDENTIAL

A. This is not a foreclosure of a mortgage of residential real estate.

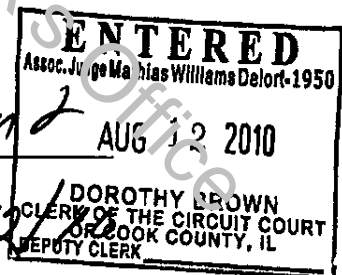
B. The right of redemption was waived by the maker of the mortgage as set forth in said mortgage for this commercial property, and affirmed in the Stipulation to Entry of Consent Judgment of Foreclosure pursuant to 735 ILCS 5/15-1402.

Enter:

Gravel

Judge

8/12/2010




MARILYN A. MULCAHY #53372
JAMES B. CARROLL & ASSOCIATES
7800 W. 95th St., #2E
Hickory Hills, IL 60457
Telephone 708 430-1300

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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

