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Cook County Recorder of Deeds  
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**CONSENT JUDGMENT OF FORECLOSURE**

**Prepared by and mail to:**  
Sandra A. Franco  
SMITHAMUNDSEN LLC  
150 North Michigan Avenue, Suite 3300  
Chicago, Illinois 60601-7524  
Telephone: 312.894.3200  
Facsimile: 312.894.3210

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#3013658-SAF

#42907

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

STATE BANK OF COUNTRYSIDE, an )  
 Illinois banking corporation, )  
   Plaintiff, )  
   v. )  
 CHI-TOWN DEVELOPMENT & )  
 CONSTRUCTION, INC., a dissolved Illinois )  
 corporation, PATRICK MCMAHON, an individual, )  
 UNKNOWN OWNERS and NONRECORD )  
 CLAIMANTS, )  
   Defendants. )

Case No. 2010 CH 18127

Calendar 55

**CONSENT JUDGMENT OF FORECLOSURE**

THIS CAUSE having been duly heard by this Court upon the record herein on the merits of the Complaint for Foreclosure filed by the Plaintiff and on Plaintiff's Motion for Entry of Consent Foreclosure Judgment (hereinafter referred to as "Judgment"), and Defendants-Mortgagor/Borrower and Guarantors consenting, the Court FINDS:

(1) **JURISDICTION:** The Court has jurisdiction over the parties hereto and the subject matter hereof.

(2) **ALLEGATIONS PROVEN:** All the material allegations of the Complaint filed pursuant to 735 ILCS 5/15-1504 and 5/15-1402 (1) (2), those allegations being both required and those deemed alleged by virtue of subsection (c), are true and proven, that by entry of this Consent Judgment of Foreclosure, the Mortgage and Note which is the subject matter of these proceedings is extinguished and merged into Judgment and default no longer exists, but has been replaced by Judgment, and that by virtue of the Mortgage, and the evidence of indebtedness secured thereby alleged in the Complaint, there is due to the Plaintiff, and it has a valid subsisting lien on the property described hereafter for the following amounts:

Unpaid principal	\$200,000.00
Accrued Interest through 1/5/2011 (per diem at \$33.33)	\$12,500.00
Late Fees	\$1,800.00
Minutes of Foreclosure	\$500.00
Filing of Complaint	\$329.00
Service of Summons	\$155.00
Alias Summons/Service	\$108.00
Publication Fees	\$553.00
Recording Fees	\$48.00
Courier Fees	\$51.78

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Attorneys' Fees through 1/5/11 \$3,594.00

**TOTAL** **\$219,638.78**

All the foregoing amounts have been accounted for in the Affidavit (s) filed by Plaintiff.

**(3) SUBORDINATE LIENS AND INTERESTS:**

The Court further finds that there is due and owing to the Defendants immediately hereinafter stated, if any, the sums set forth, as a lien (s) upon the subject premises subordinate and inferior to the lien and interest of the Plaintiff pursuant to the verified pleadings filed herein:

There have been no verified pleadings supported by affidavit filed by any defendant herein praying to be included in this Consent Judgment of Foreclosure. An order of default or summary judgment has been entered against all parties defendant.

**(4) ATTORNEY FEES:** By its terms said Mortgage provides that the attorneys for the Plaintiff shall be entitled to an award of reasonable attorneys fees herein, and, that included in the above indebtedness are attorneys' fees in the sum of \$3,594.00.

**(5) COURT COSTS:** Under the provisions of said Mortgage, the costs of foreclosure are an additional indebtedness for which the Plaintiff should be reimbursed, and that such expenses incurred to date totaling \$1,744.78 are hereby allowed to the Plaintiff.

**(6) ADVANCES:** That advances made in order to protect the lien of the Judgment and preserve the real estate, such as, but not limited to: real estate taxes or assessments, property inspections, property maintenance and insurance premiums incurred by the plaintiff and included in this judgment shall become an additional indebtedness secured by the Judgment lien and bear interest from the date of the advance at the mortgage rate of interest pursuant to 735 ILCS 5/15-1503 and 15-1603.

**(7) PROPERTY FORECLOSED UPON:** The Mortgage described in the Complaint and hereby foreclosed appears of record in the Office of the Recorder and/or Registrar for Cook County, Illinois, as document number 0710747049 and re-recorded as document number 0721147001, the property herein referred to and directed to be sold is described as follows:

THE NORTH 33 FEET (EXCEPT THE WEST 136 FEET) OF LOT 1 IN J.C. DORE'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4400 S. King Drive, Chicago, IL 60653

P.I.N.: 20-03-311-024-0000

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(8) **MORTGAGE and NOTE:** The Mortgage herein referred to secures a Promissory Note dated March 23, 2007 and Change in Terms Agreements dated March 26, 2008 and January 26, 2009 (collectively, the "Note") in the original sum of \$200,000.00 which has been duly accelerated pursuant to the terms of said Note and executed by Mortgage, Chi-Town Development & Construction, Inc.

(9) **EXHIBITS:** True and correct copies of the original mortgages and the notes are attached to the Complaint filed herein.

(10) **REDEMPTION AND WAIVER OF DEFICIENCY:** The owner(s) of the equity of redemption are the mortgagors, property owners and any other party defendant named in the Complaint with the statutory right of redemption, and any party dismissed by order of court.

(a) The Court has obtained jurisdiction over the owners of the right of redemption as set forth in The Attorney's Certificate of Service and Defaulted Parties.

(b) That the mortgagor(s) have waived any and all rights to redeem the mortgaged premises whether by statute or in equity pursuant to 735 ILCS 5/15-1601 (c).

(d) That in consideration of entry of this Judgment by Consent the plaintiff hereby waives any and all rights to a personal judgment for deficiency against the mortgagor(s), and against all other persons liable for the indebtedness or other obligations secured by the mortgage described herein. Any and all obligations under the following MORTGAGE, NOTE and GUARANTY are therefore released and extinguished by the plaintiff:

MORTGAGE recorded as document #0710747049 and re-recorded as document number 0721147001 and marked as Exhibit A to Plaintiff's Complaint for Mortgage Foreclosure herein;

PROMISSORY NOTE dated March 23, 2007, Change in Terms Agreements dated March 26, 2008 and January 26, 2009 and marked as Group Exhibit B to Plaintiff's Complaint for Mortgage Foreclosure herein;

COMMERCIAL GUARANTY executed by Patrick McMahon and Marked Exhibit C to Plaintiff's Complaint for Mortgage Foreclosure herein;

This is pursuant to 735 ILCS 5/15-1402(c).

(e) That no party has filed an objection to entry of this Judgment by Consent, nor paid the amount required to redeem in accordance with 735 ILCS 5/15-1603.

**UNOFFICIAL COPY****IT IS HEREBY ORDERED AND ADJUDGED THAT:**

(1) **JUDGMENT:** A Consent Judgment of Foreclosure be entered pursuant to 735 ILCS 5/15-1506 and 735 ILCS 5/15-1402.

(2) **VESTING TITLE:** Title to the real estate described herein is hereby vested absolutely in the Plaintiff and title shall be free and clear of all claims, liens and interest of the mortgagor including all rights of reinstatement and redemption, and of all rights of all other persons made parties to the foreclosure whose interests are subordinate to that of the Plaintiff and all nonrecord claimants given notice in accordance with paragraph (2) of subsection (c) of Section 15-1502.

(3) **TERMINATION OF SUBORDINATE INTERESTS:** The Court gained jurisdiction over all parties to the foreclosure as required by law; and no other objections to this consent judgment having been filed of record, then the defendants and all persons claiming by, through and under them, or any of them since the commencement of this suit are forever barred and foreclosed of any right, title, interest, claim, lien or right to redeem in and to the mortgaged real estate.

(a) This Judgment and all orders entered pursuant to said judgment are valid as stated above. The inadvertent failure to name a subordinate record claimant will not invalidate this judgment. Plaintiff may take title and file a subsequent action to determine the redemptive rights of such a party. Should such a claimant not exercise its redemptive rights within the stated time, they shall be forever barred and foreclosed of any right, title, interest, claim, lien or right to redeem or otherwise enforce its claim against the subject property.

(4) **TERMINATION OF MORTGAGORS' AND GUARANTORS' OBLIGATIONS:** In accordance with stipulations and agreement between the Plaintiff and certain Defendants set forth in Exhibit A to Plaintiff's Motion for Entry of Consent Foreclosure Judgment, any and all debt, guaranty or other obligations which may pertain against said certain Defendants under the terms and conditions of each instrument described in paragraph 10(d) above are hereby extinguished and hereafter unenforceable.

(5) **POSSESSION:** The plaintiff or his or her legal representative or assigns be let into immediate possession of said premises, and that any of the parties to this cause who shall be in possession of said premises or any portion thereof, or any person who may have come into such possession under them or any of them since the commencement of this suit, shall upon the production of this Consent Judgment of Foreclosure and Sale surrender possession of said premises to said grantee or grantees, his or her representatives or assigns and in default of so doing Order of Possession shall issue..

(6) **JURISDICTION:** The Court retains jurisdiction over the parties and subject matter of this cause for the purpose of enforcing this Judgment or vacating said Judgment.

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(7) **APPEALABILITY:** This is a final and appealable order and there is no just cause for delaying the enforcement of this judgment or appeal therefrom.

DATED: \_\_\_\_\_

ENTERED

JUDGE

Sandra A. Franco  
SMITHAMUNDSEN LLC, FIRM ID 42907  
150 North Michigan Avenue, Suite 3300  
Chicago, Illinois 60601-7524  
Telephone: 312.894.3200  
Facsimile: 312.894.3210

Associate Judge Jeffery L. Wamick

JAN 05 2011

Circuit Court-2024

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I hereby certify that the document to which this certification is affixed is a true copy.  
1-25-11  
Dorothy Basun  
Clerk of the Circuit Court  
of Cook County, IL



CLERK OF COOK COUNTY Clerk's Office

A large, stylized handwritten signature in black ink, appearing to be a cursive representation of the name "Dorothy Basun".