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## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

UNITED CENTRAL BANK,

Plaintiff,

v.

JEFFERSON CAPITAL GROUP, INC., DEAN  
REGAS, DIANE GOLDRING-NESBITT,  
WESTERN SPRINGS NATIONAL BANK &  
TRUST, UNKNOWN OWNERS AND  
NONRECORD CLAIMANTS,

Defendants.

No. 2009 CH 049718 /

No. 2009 L 006268

(consolidated)



Doc#: 1114410028 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/24/2011 03:05 PM Pg: 1 of 9

### JUDGMENT OF FORECLOSURE AND SALE

THIS CAUSE, having been heard before this Court on Plaintiff's Motion For (1) Judgment By Default And (2) Summary Judgment on its Verified Foreclosure Complaint in Case No. 2009 CH 49718, and on Plaintiff's Motion For Summary Judgment on its Verified Guaranty Complaint in Case No. 2009 L 06268, the Court having considered the pleadings, the evidence presented and the arguments of counsel and being fully advised in the premises,

THE COURT HEREBY FINDS AND ORDERS:

1. That it has jurisdiction over the parties and subject matter jurisdiction in this action.
2. That all material allegations of Plaintiff's December 11, 2009 three-count Verified Complaint against Jefferson Capital, Inc., Dean Regas, Diane Goldring-Nesbitt, Western Springs National Bank & Trust, and Unknown Owners and Nonrecord Claimants in Case No. 2009 CH 49718, and all material allegations of Plaintiff's December 24, 2009 one-count Amended Verified Complaint against Dean Regas and Diane Goldring-Nesbitt are true and proven, and that the allegations contained therein are supported by the evidence presented.

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3. That Judgment by default is entered against Unknown Owners and Non Record Claimants and Pedersen & Houpt, P.C. on Plaintiff's Verified Foreclosure Complaint in Case No. 2009 CH 049718.

4. That summary judgment in Plaintiff's favor and against Jefferson Capital, Inc., Dean Regas, Diane Goldring-Nesbitt, on Plaintiff's Verified Foreclosure Complaint in Case No. 2009 CH 049718.

5. That, by virtue of the Promissory Note and Mortgage, and modifications and amendments thereto, there is due to Plaintiff the following amounts:

## Principal and Interest:

Unpaid Principal Balance as of February 11, 2011	\$	5,660,189.75
Accrued Interest on Promissory Note Through [date]	\$	647,346.05
Release Fee	\$	75.00
<u>Payoff Letter Fee</u>	\$	<u>100.00</u>
Subtotal	\$	<b>6,307,710.80</b>

## Costs Advanced:

Clerk of the Circuit Court of Cook County		
Summons & Complaint - Case No. 09 L 6268 - 5/28/09	\$	329.00
Summons & Complaint - Case No. 09 CH 49718 - 11/16/09	\$	329.00
Cook County Record of Deeds		
Lis Pendens - Case No. 09 CH 49718 - 11/17/09	\$	50.00
Law Bulletin		
Publication Costs - Case No. 09 CH 49718 - 12/15/09	\$	593.00
Sheriff of Cook County - Service of Summons		
Service on Diane Goldring-Nesbitt - Case No. 09L626	\$	60.00
Service on Diane Goldring-Nesbitt - Case No. 09 CH 049718	\$	60.00
Service on Dean Regas - Case No. 09 CH 049718	\$	60.00

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Service on Jefferson Capital Group, Inc. – Case No. 09 CH 049718	\$	60.00
McHenry County Sheriff - Service of Summons Service on Dean Regas - Case No. 09L6268	\$	51.65
It's Your Serve Service of Alias Summons on Western Springs Nat'l Bank & Trust Case No. 09 CH 049718	\$	60.00
Alias Summons filing fee for Diane Goldring Nesbitt Case No. 09L6268	\$	6.00
Alias Summons filing fee for Diane Goldring Nesbitt Case No. 09 CH 049718	\$	6.00
Alias Summons filing fee for Diane Goldring Nesbitt Case No. 09 CH 49718	\$	6.00
Alias Summons filing fee for Western Springs Nat'l Bank & Trust Case No. 09 CH 49718	\$	6.00
Alias Summons filing fee for Western Springs Nat'l Bank & Trust Case No. 09 CH 049718	\$	6.00
Other Administrative Costs	\$	1,168.97
<u>UPS to McHenry County Sheriff's office</u>	\$	<u>14.85</u>
	Subtotal	\$ 2,866.47
Attorneys' Fees:	\$	39,484.50
Insurance:	\$	72,405.32
Appraisal:	\$	3,200.00
<b>TOTAL</b>		<b>\$ 6,425,667.09</b>

6. That Jefferson Capital Group, Inc., Dean Regas, and Diane Goldring-Nesbitt are personally liable for all amounts owed thereunder.

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7. That, under the provisions of the Mortgage the herein sought to be foreclosed, the costs of the foreclosure are an additional indebtedness for which Plaintiff should be reimbursed, the Court having reviewed said costs and finding that they are the usual, customary and reasonable expenses incurred in like causes, the Court orders that such expenses are hereby allowed to the Plaintiff.

8. That advances made in order to protect the lien of the judgment and preserve the real estate, such as (but not limited to) property inspections, real estate taxes or assessments, property maintenance and insurance premiums, incurred by the Plaintiff after the date of this judgment is entered and prior to the foreclosure sale 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 5/15-1505 and 5/15-1603.

9. That the Mortgage described in the Complaint and hereby foreclosed, appears of record in the Office of the Cook County Recorder as Document No. 0618118025, and the property herein referred to and directed to be sold is described as follows:

**A PARCEL OR TRACT OF LAND LYING IN LOT 12 IN KNIGHT'S RESUBDIVISION OF BLOCK 6 IN GIBBS LADD AND GEORGE'S ADDITION TO EVANSTON, AND IN THE SOUTH ¼ OF THE SOUTH ¼ OF THE NORTHWEST FRACTIONAL ¼ (SOUTH OF LEE STREET) OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS COMMENCING AT A POINT IN THE EAST LINE OF EDGEEMERE COURT 313.7 FEET (MEASURED ON THE EAST LINE) NORTHERLY FROM THE SOUTH LINE OF SAID ¼ SECTION, AND RUNNING THENCE WEST TO THE CENTER OF EDGEEMERE COURT FOR A PLACE OF BEGINNING, RUNNING THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID EDGEEMERE COURT ON THE CENTER LINE THEREOF 140 FEET, THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID ¼ SECTION TO THE WATER LINE OF LAKE MICHIGAN AS IT EXISTS FROM TIME TO TIME WHEN FREE FROM DISTURBING CAUSES, THENCE SOUTHERLY ALONG SAID WATER LINE TO A POINT IN A LINE DRAWN EAST AND PARALLEL TO THE SOUTH LINE OF SAID ¼ SECTION AND 313.7 FEET NORTHERLY THEREFROM (MEASURED ON THE EAST LINE OF SAID EDGEEMERE COURT), THENCE WEST TO THE PLACE OF BEGINNING, (EXCEPT FROM SAID DESCRIBED TRACT OF LAND THE NORTH 70 FEET THEREOF) TOGETHER WITH RIPARIAN RIGHTS APPERTAINING TO SAID PARCEL OF LAND, IN COOK COUNTY, ILLINOIS**

**PDN 11-20-100-007-0000**

**PROPERTY ADDRESS 925 EDGEEMERE COURT, EVANSTON, ILLINOIS**

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10. The Mortgage as applicable was executed by Mutual Bank, as mortgagee, and Jefferson Capital Group, Inc., as mortgagor. Plaintiff is the successor to the Mortgage.

11. The date when mortgagor was served with summons or by publication, or otherwise submitted to the jurisdiction of this Court was December 18, 2009. Mortgagor's right of reinstatement expired on March 18, 2010.

12. That the Mortgagor is the owner of the right of redemption pursuant to 735 ILCS 5/15-1212. Mortgagor's right of redemption is waived pursuant to section 5.08 of the Mortgage.

13. The mortgaged real estate is a residential property.

14. The mortgage held by Plaintiff constitutes a valid lien upon the real estate which is prior, paramount and superior to the rights and interest of all other parties and non-record claimants in and to the property. Upon entry herein, the rights of the Plaintiff shall be secured by a lien upon the mortgaged real estate, which lien shall have the same priority as the Mortgage to which the judgment relates. The rights and interests of all other parties and non-record claimants are subject, subordinate and inferior to the rights of the Plaintiff herein.

15. That Judgment of Foreclosure and Sale is entered in favor of Plaintiff.

16. That the premises herein legally described shall be sold by the Sheriff of Cook County, Illinois at the Cook County Sheriff's Office, Richard J. Daley Center, Clark and Washington, in the City of Chicago, County of Cook, State of Illinois.

17. The attorneys for the Plaintiff shall give public notice of the time, place and terms of sale. The public notice of sale shall be published at least three (3) consecutive calendar weeks (Sunday through Saturday), once each week, the first such notice to be published not more than forty five (45) days prior to the sale, the last such notice to be published not less than seven (7) days prior to the sale, by advertisement in a newspaper circulated to the general public in the

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county in which the real estate is located, in the section of that newspaper where legal notices are commonly placed and separate advertisements in the section of such newspaper, which may be the same newspaper in which the real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public; provided, that where both advertisements could be published in the same newspaper and that newspaper does not have separate legal notices and real estate advertisement sections, a single advertisement with the legal description shall be sufficient.

18. Said public notice shall include the information required pursuant to 735 ILCS 5/15-1507(c)(1), but an immaterial error in the information shall not invalidate the legal effect of the public notice.

19. Notice of sale shall also be given by the attorneys for Plaintiff to all parties in the action who have appeared and not have heretofore been found by the Court to be in default for failure to plead. Such notice shall be given in the manner provided in the applicable rules of Court for service of papers other than process and complaint, not more than forty-five (45) days not less than seven (7) days prior to the date of sale. After notice is given as required in this section, a copy thereof shall be filed in the office of the clerk of this Court together with a certificate of counsel or other proof that notice has been served in compliance with this section.

20. The notice of sale may be given prior to the expiration of the redemption as previously determined.

21. The sheriff may adjourn or continue the sale subject to the notice and advertisement requirements of 735 ILCS 5/15-1507(c)(4).

22. The sheriff shall offer for sale the real estate described herein, with all improvements, fixtures and appurtenances thereto; or so much of said real estate which may be

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divisible and sold separately without material injury to the parties in interest. The real estate shall be sold at public auction to the highest bidder for cash requirement payment not less than ten percent (10%) at the time of sale and the balance within twenty four (24) hours plus interest at the statutory judgment rate on any unpaid portion of the sale price from the date of sale to the date of payment. All payments of the amount bid shall be in cash or certified funds payable to the sheriff.

In the event the bidder fails to comply with the terms of the purchase as required, then upon demand by the Plaintiff in a notice served on the sheriff and on the bidder, the funds submitted shall be forfeited to the Plaintiff or the Plaintiff has the option to have the property sold to the next highest bidder. In the event there is a third party bidder other than the Plaintiff, the sheriff shall obtain the name, address (other than a post office box), and telephone number of that bidder. Notice by regular mail to the address given by the bidder and to the officer conducting the sale shall be deemed to be sufficient notification by the Plaintiff to exercise its option to forfeit the funds. The subject property is offered for sale without any representation as to quality or quantity of title and without recourse to Plaintiff.

23. The Plaintiff or any of the parties to this cause may become the purchasers at such sale. If Plaintiff is the successful bidder at said sale, the amount due the Plaintiff, plus all costs, advances and fees together with interest incurred between entry of judgment and confirmation of sale shall be taken as a credit on its bid.

24. That out of the proceeds of said sale, the sheriff shall make distribution in the following order of priority:

- (a) The sheriff shall be paid his reasonable sale expenses;
- (b) To the Plaintiff or its attorney, the amounts set forth in paragraph 6 of this Judgment plus any additional costs of sale with statutory interest from the date hereof;

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- (c) To the Plaintiff or its attorney, the reasonable expenses of securing possession before sale, holding, maintaining and preparing the real estate for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, receiver's and management fees and to the extent provided for in the Mortgage or other recorded agreement and not prohibited by law, reasonable attorneys' fees, payments made pursuant to 735 ILCS 5/15-1505 and other legal expenses incurred by the mortgagee;
- (d) If after payment of the above items there shall be a remainder, the sheriff shall hold this surplus subject to the further order of this Court;
- (e) If the remainder of the proceeds shall not be sufficient to pay the above described amounts and interest, the sheriff shall then specify the amount of the deficiency in this report of sale. The Plaintiff shall be entitled to a judgment in personam for the amount of such deficiency against Jefferson Capital Group, Inc., Dean Regas, and Diane Goldring-Nesbitt, and a memorandum of judgment shall issue to Plaintiff with the sale lien priority as to the underlying mortgage herein foreclosed, without any rights of homestead.

25. At the sale of the mortgaged real estate, the sheriff shall give to the purchaser a receipt of sale. The receipt shall describe the real estate purchased and shall show the amount paid or to be paid therefore. An additional receipt shall be given at the time of the subsequent payment.

26. Upon the sale of the mortgaged real estate the sheriff may give and record a certificate of sale in accordance with 735 ILCS 5/12-119 and 5/12-121. The certificate of sale shall be freely assignable.

27. The sheriff shall promptly make a report of sale to the Court. Upon motion and notice in accordance with Court rules applicable to motions generally, the Court shall then enter an order confirming the sale, which confirmation order may also:

- (a) approve the mortgagee's fees, costs and additional advances arising between the entry of the judgment of foreclosure and the confirmation hearing;
- (b) provide for a personal judgment against any party for a deficiency; and



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(c) determine the priority of the judgment of parties who deferred providing the priority pursuant to 735 ILCS 5/15-1506(h), but the Court shall not defer confirming the sale pending the determination of such priority.

28. Upon confirmation of the sale and payment of the purchase price and any other amount required to be paid by purchaser at sale, the sheriff shall execute and deliver to the holder of the certificate of sale, or if no certificate has been issued, then to the holder of the receipt of sale or the assignee thereof, a deed sufficient to convey title. Said conveyance shall be an entire bar to all claims to the parties to the foreclosure and all persons claiming thereunder.

29. Thereupon, the grantee is such deed, or its legal representative or assigns shall be let into possession of the premises. That the parties hereto who shall be in possession of said premises, or any part thereof, including leaseholders 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 said sheriff's deed, surrender possession of said premises to said grantee, its representative or assigns, and in default of so doing, an order of possession shall issue.

30. The Court hereby retains jurisdiction of the subject matter of this cause, and of all the parties hereto, for the purpose of enforcing Judgment.

31. There is no just reason to delay the enforcement or appeal of this final judgment order.

Dated: _____	ENTERED: <b>ASSOC. JUDGE DARRYL B. SIMKO</b>  MAY 17 2011 <i>DS</i>  <b>CIRCUIT COURT 1823</b>
Michael R. Dover KELLEY DRYE & WARREN LLP 333 West Wacker Drive, Suite 2600 Chicago, IL 60606	Judge