

UNOFFICIAL COPY



Doc#: 1118818019 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/07/2011 12:25 PM Pg: 1 of 4

NOTICE OF RECORDING

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

US BANK, ET AL.,)
PLAINTIFF,)
V.) No: 10 CH 15543
RYSZARD K. PAPALA, ET AL.)
DEFENDANTS.)

PLEASE TAKE NOTICE THAT THE FOLLOWING
MEMORANDUM OF AGREEMENT REACHED
IN THE ABOVE-CAPTIONED LAWSUIT HAS BEEN
EFFECTUATED AND A COPY OF SAID INSTRUMENT IS
ATTACHED HERETO AND FORMALLY SPREAD OF RECORD.

Common Address: 6337 W. Waveland Avenue, Chicago, IL 60634

PIN #: 13-20-121-012-0000

Legal Description: Lot 15 and Lot 14 (except the West 16 feet) in Block 9
in Lincolnton's Waveland Avenue Subdivision of the South 1/2 of the
Southwest 1/4 of the Northwest 1/4 of Section 20, Township 40
North, Range 13, East of the Third Principal Meridian,
in Cook County, Illinois.

Respectfully submitted,

Adam J. Augustynski
Adam J. Augustynski

Attorney for Zdzislaw Papala

5850 W. Bryn Mawr Avenue

Chicago, IL 60646; 773-775-0044; Attorney Number 27556

UNOFFICIAL COPY

(12/14/06) CCCH 0131

Memorandum of Agreement/No Agreement (Form 4)

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

U.S. Bank of Ill. Plaintiff(s)

ZDZISLAWA PALALA Defendant(s)

No. 10 CH 15543

Judge _____ Judge's No. _____

MEMORANDUM OF AGREEMENT/NO AGREEMENT

(To be completed and filed with the Court, with a courtesy copy delivered to the Chancery Division Court-Annexed Mediation Supervisor, pursuant to Illinois Supreme Court Rule 99 as a mechanism for reporting to the Supreme Court on the mediation program.)

We, the undersigned, participated in a mediation session held pursuant to Cook County Circuit Court Rule 21 for Chancery Division Court-Annexed Mediation, which resulted in the following disposition:

3047 FULL AGREEMENT. The provisions of our agreement resolve each claim of every party to the above-captioned matter. We, the undersigned parties, agree to abide by and fulfill the agreement which is:

- attached hereto and made a part of this memorandum; OR
- retained by the parties pursuant to the terms of the agreement.

3048 **CONDITIONAL PARTIAL AGREEMENT.** We, the undersigned parties, agree to abide by and fulfill the provisions of our partial agreement which is: complete OFFER MADE - MODIFICATION

- attached hereto and made a part of this memorandum; OR DEFENDANT TO MEET
- retained by the parties pursuant to the terms of the agreement. ON 4-15-2011 to DECIDE

Our agreement resolves the following claims: _____

The following claims remain unresolved: _____

3049 NO AGREEMENT. The parties were unable to resolve their dispute.

The parties shall appear in the Courtroom previously set for the Post-Mediation Status Hearing before the referring Judge.

Date: 4/14/2011

Amelia J. Kowca (Mediator) (Atty. No.)

U.S. Bank (Plaintiff)

ZDZISLAWA PALALA (Defendant)

Represented at the mediation by:
Ben Burstein (Plaintiff's Attorney) (Atty. No.)

Represented at the mediation by:
Adam Augustynski (Defendant's Attorney) (Atty. No.)

UNOFFICIAL COPY

Case #: 10 CH 15543

Date of Agreement:

PART I: GENERAL INFORMATION**PARTICIPANTS IN THE MEDIATION** (please print clearly)

<input checked="" type="checkbox"/> Mediator:	Name: Arnold Romeo
<input checked="" type="checkbox"/> Borrower(s):	Name: ZDZISLAWA PAPALA
<input checked="" type="checkbox"/> Borrower Attorney:	Name: ADAM AUGUSTYNSKI
<input checked="" type="checkbox"/> Loan Servicer:	Name: ELIZABETH Mc CONNELL
<input checked="" type="checkbox"/> Servicer's Attorney:	Name: ADAM BURSTEIN
<input type="checkbox"/> Loan Owner/Holder:	Name:
<input type="checkbox"/> Holder's Attorney:	Name:
<input type="checkbox"/> Other:	Name:
<input type="checkbox"/> Other:	Name:

RESULTS OF MEDIATION

- Full agreement/settlement
- Partial agreement/settlement
- No agreement/settlement

UNOFFICIAL COPY

Other fees/costs (list and outline details):

Terms of Agreement (if A, B, C, or D above has been selected):

Being Considered

Mod Interest P
New E
PITI
Payment DATE

\$182,744.00
3.29%
1195.41
4/15/2011

2nd Payment Due 5/1/11 \$1195.41
1st Mod Payment on 6/1/11 - \$1195.41

SPECIFIC TERMS FOR LOAN MODIFICATIONS

a. Loan balance.

The balance due as shown on Lender's/Service's books is not being modified

The loan balance shall be modified as follows:

Lump sum modification to \$ _____ effective as of _____

Fees and Costs

The aforementioned loan balance includes a total amount of \$ _____ which includes (identify each item, such as interest, costs, fees, etc., and the amount for each): _____

OR

Total waiver of \$ _____ which includes (identify each item, such as interest, costs, fees, etc. and the amount for each): _____

Other: _____

Comments: _____

b. Principal Reduction (not available on FNMA loans)

The principal balance shown on the Lender's/Service's books is reduced as follows:

Principal forgiveness. Principal in the amount of \$ Approx 453,000.00 is forgiven and the Principal balance is reduced to \$ _____

Principal forbearance. Principal in the amount of \$ _____ Shall be waived for a period of _____ months.

Principal shall be repaid beginning on _____

Payments will be made in equal installments, interest free, in the amount of \$ _____

Comments: _____