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Doc#: 1204831088 Fee: \$50.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 02/17/2012 04:41 PM Pg: 1 of 7

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

Case No. 11 CH 20201

OLD SECOND NATIONAL BANK, as successor by merger to  
Heritage Bank,

Plaintiff,

v.

GCP REAL ESTATE, INC., GREGORY C. PAPPAS, FIRST  
MIDWEST BANK, UNKNOWN OWNERS and NON-RECORD  
CLAIMANTS,

Defendants.

(THIS SPACE FOR RECORDER'S USE ONLY)

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**PREPARED BY AND RETURN TO:**

Emily L. Peel, Esq.  
Thompson Coburn LLP  
55 East Monroe Street  
37th Floor  
Chicago, IL 60603

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

OLD SECOND NATIONAL BANK, as )  
successor by merger to Heritage Bank, )  
 )  
Plaintiff, )

v. )

Case No. 11 CH 20201

GCP REAL ESTATE, INC., GREGORY C. )  
PAPPAS, FIRST MIDWEST BANK, )  
UNKNOWN OWNERS AND )  
NON-RECORD CLAIMANTS, )  
 )  
Defendants. )

14719 Clifton Park,  
Midlothian, Illinois

**JUDGMENT OF CONSENT FORECLOSURE**

This cause coming to be heard on Plaintiff, Old Second National Bank's Motion for Consent Judgment of Foreclosure, due notice having been given and the Court being fully advised in the premises:

THE COURT HAVING FOUND THAT:

1. In Count III of Plaintiff's Complaint, Plaintiff seeks to foreclose the mortgage recorded with the Cook County Recorder of Deeds on October 26, 2007 as Document Number 0729946036 (the "Mortgage") securing a promissory note (the "Note"), true and correct copies of the Note and Mortgage are attached to the Complaint as Exhibits A and B.
2. This Court has personal jurisdiction over the Defendant/Mortgagor GCP Real Estate ("Mortgagor"), as it was served with process relating to this suit on August 24, 2011.
3. This Court has personal jurisdiction over Defendant/Guarantor Gregory C. Pappas, as he was served with process relating to this suit on August 29, 2011.
4. This Court has personal jurisdiction over Defendant First Midwest Bank as it was served with process relating to this suit on August 24, 2011.

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5. This Court has personal jurisdiction over Unknown Owners and Non-Record Claimants by virtue of Plaintiff's publication of the Mortgage Foreclosure Notice of Publication published in the Chicago Daily Law Bulletin in accordance with Sections 2-206 and 2-207 of the Illinois Code of Civil Procedure (735 ILCS 5/2-206, 5/2-207) (West 2011) and Section 15-1502 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1502).

6. The property subject to the Mortgages and which is the subject of this foreclosure action (the "Subject Property") is legally described as follows:

LOT 12 (EXCEPT THE NORTH 19 FEET THEREOF), ALL OF LOT 13 AND THE NORTH 8 FEET OF LOT 14 IN BLOCK 1 IN MARKHAM MIDLOTHIAN ADDITION, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT THE WEST 5 ACRES OF THE NORTH ½ THEREOF) OF THE SOUTHEAST ¼ AND THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 14719 Clifton Park, Midlothian, Illinois

P.I.N.: 28-11-401-040-0000

7. Mortgagor is in default under the terms of the Mortgage and Note for its failure to pay amounts due thereunder to Plaintiff when due and owing. The amount due on the Note (excluding attorneys' fees and costs) as of November 17, 2011 is \$184,386.16.

8. Mortgagor consents to the entry of judgment of foreclosure of the Subject Property.

9. Mortgagor waives any and all rights to redeem the Subject Property whether by statute or in equity pursuant to 735 ILCS 5/15-1601(c)(i).

10. Mortgagor waives any and all right to reinstate the Note and Mortgage whether by statute or in equity pursuant to 735 ILCS 5/15-1601(c)(i).

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11. In consideration of the entry of judgment by consent, Plaintiff waives any and all rights to a personal judgment for deficiency against the Mortgagor and Defendant/Guarantor Gregory C. Pappas pursuant to 735 ILCS 5/15-1402(c).

12. Notice of the consent foreclosure was provided by Plaintiff to all defendants.

13. No party has filed an objection to the entry of the consent judgment of foreclosure;

14. No party has paid the amount required to redeem the Subject property in accordance with 735 ILCS 5/15-1603;

15. By virtue of the Note and Mortgage, Plaintiff has a valid and subsisting lien upon the Subject Property in the amount of \$184,386.16;

16. The Mortgage constitutes a valid lien upon the Subject Property which is prior, paramount, and superior to the rights and interest of all other parties in and to the Subject Property. Upon entry of this Judgment, the rights of Plaintiff shall be secured by a lien upon the Subject Property, which lien shall have the same priority as the Mortgage upon which the judgment relates. The rights, title, interest, claims and/or liens of all other parties in and to the Subject Property (including, but not limited to the Mortgagor, Gregory G. Pappas, First Midwest Bank, Unknown Owners, and Non-record Claimants) are subject, subordinate and inferior to the rights of Plaintiff and shall be terminated upon entry of judgment of foreclosure herein.

17. The Mortgage is hereby foreclosed and title to the Subject Property is hereby absolutely vested in Plaintiff.

18. The Subject Property is not "residential real estate" as that term is defined in Section 15-1219 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1219 (West 2011).

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IT IS THEREFORE ORDERED, ADJUDGED, and DECREED:

19. Judgment of foreclosure is entered in favor of Plaintiff Old Second National Bank and against Defendants Mortgagor GCP Real Estate, Inc., Gregory C. Pappas, First Midwest Bank, and Unknown Owners and Non-Record Claimants on Count III of the Complaint.

20. Title is absolutely vested in Plaintiff Old Second National Bank free and clear of all claims, liens and interest of the Mortgagor GCP Real Estate, Inc., including all rights of reinstatement and redemption, and of all rights of all other persons made parties in this foreclosure action whose interest are subordinate to that of the Plaintiff and all non-record claimants given notice in accordance with paragraph (2) of subsection (c) of Section 15-1502.

21. The rights and interests of all other parties and of all subordinate lien interest, including but not limited to those of Mortgagor GCP Group, Inc., Gregory C. Pappas, First Midwest Bank, Unknown Owners, and Nonrecord Claimants, are hereby terminated. This includes termination of the right to redeem or to object to the consent judgment.

~~22. The parties hereto who shall be in possession of the Subject Property, or any part thereof, or any person who may have come into such possession under them, or any of them, since the commencement of this suit, shall, as of the date 30 days after the entry of this Order, surrender possession of said Subject Property to Plaintiff, his or her representative, or assigns.~~

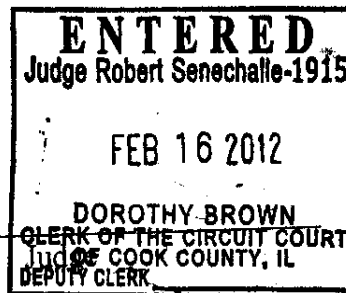
23. This judgment of foreclosure on Count III of the Complaint is immediately enforceable, and this Court retains authority and jurisdiction during the entire pendency of the foreclosure and until disposition of all matters arising out of the foreclosure.

24. A dismissal of Counts I and II of the Complaint is entered by separate order contemporaneously herewith.

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25. A copy of this Order shall be sent to the mortgagor at its last known address within seven days of its entry.

Entered:



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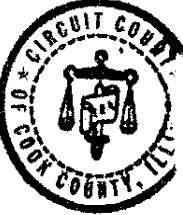
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I hereby certify that the document to which this certification is affixed is a true copy.

*DA* 2/17/12  
Dorothy Brown

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



CLERK OF COOK COUNTY CLERK'S OFFICE