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

MRR 2157 N. DAMEN, LLC, as Successor in)
Interest By Assignment of CRYSTAL LAKE)
BANK AND TRUST COMPANY,)

Plaintiff,)

v.)

2157 DAMEN LLC, an Illinois limited liability)
Company; GYPSUM SUPPLY COMPANY;)
4505 IRVING PARK, LLC; ZEN DEVELOPERS,)
INC.; MCM REALTY, LTD.; HENSEN)
WINDOWS, INC., WILKIN INSULATION)
COMPANY; UNITED STATES FIRE)
PROTECTION, INC.; HILLSIDE LUMBER, INC.;)
DON GLISOVICH; MIRAGE BUILDERS)
DEVELOPERS; KRZYSZTOF KARBOWSKI;)
JACK JEDNYAK; FRANK THOLKE;)
UNKNOWN OWNERS and)
NON-RECORD CLAIMANTS.)

No. 10 CH 16448

Hon. Anthony Kyriakopoulos

Property Address:

2157 N. Damen
Chicago, Illinois



Doc#: 1303942006 Fee: \$78.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2013 08:20 AM Pg: 1 of 8

CONSENT JUDGMENT OF FORECLOSURE

This matter coming on to be heard on the Motion for Entry of Consent Judgment of Foreclosure (the "Motion") filed by Plaintiff MRR 2157 N. Damen, LLC as successor in interest by assignment of Crystal Lake Bank & Trust Company (hereinafter "MRR 2157"), and MRR 2157 proceeding by and through its counsel Kuser Law Group, Ltd., due notice having been given of the Motion, and the Court having reviewed and considered the Motion as well as the Stipulation to Entry of Judgment by Consent Pursuant to 735 ILCS 5/15-1402 attached as Exhibit A to the Motion together with all other pleadings and orders of record in this action as well as matters of public record regarding the Property (as defined below) on file with the Cook county Recorder of Deeds, and the Court being otherwise fully advised in the premises, the Court FINDS, ADJUDGES AND DECREES AS FOLLOWS:

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1. The Stipulation attached as Exhibit A to the Motion is expressly incorporated herein by this reference. The Stipulation was executed by defendant 2157 Damen, LLC (as the "Mortgagor"), defendants Krzysztof Karbowski and Mirage Builders and Developers, Inc. each of whom were guarantors of the loan at issue ("Guarantors"), and therein Mortgage and Guarantors stipulate and agree that they each have been properly made parties to this action by service of Summons and Complaint upon each of them as well as through their voluntary actions in appearing and participating in this action and they each further admit each and every material allegation in the pending Complaint being prosecuted by Plaintiff MRR 2157.

2. Plaintiff MRR 2157 is the successor in interest by assignment to all rights and interests of Crystal Lake Bank and Trust Company by and through among other things that certain Assignment of Mortgage between those parties dated August 16, 2012 and recorded with the Cook County Recorder of Deed on August 24, 2012 as Document No. 1223704094.

3. Each of Mortgagor and Guarantors further stipulate and admit in the Stipulation that: (a) on January 23, 2007, the Mortgagor executed a Promissory Note (as amended from time to time, the "Note") in favor of Crystal Lake Bank and Trust Company evidencing a loan from the Bank in the original principal indebtedness in the amount of \$7,467,000.00 and a true and correct copy of the Note is attached to the Complaint filed in this action as Exhibit B (amendments attached as Exhibits D, E and F to the Complaint); (b) the Note is secured by an Open-End Mortgage and Security Agreement dated January 23, 2007, executed by Mortgagor and recorded with the Cook County Recorder of Deeds on January 25, 2007, as document number 0702541034 (amendments recorded as document numbers 0827539, 0901222033, and 0919839017 (as amended from time to time, the "Mortgage"), and a true and correct copy of the Mortgage is attached to the Complaint filed in this action as Exhibit A, and which Mortgage

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constitutes a due and valid lien on the Property commonly known as 2157 N. Damen in Chicago, Illinois, and legally described in the Complaint as follows:

PARCEL 1:

THAT PART OF LOTS 13, 14, 15, 16, 17 AND THE EAST 8 INCHES OF LOT 18 (ALL TAKEN AS A TRACT) LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID TRACT WHICH IS 28.82 FEET SOUTH OF THE NORTH LINE OF LOT 18, TO A POINT ON THE SOUTH LINE OF LOT 13 WHICH IS 15.85 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT IN LAND COMPANY'S SUBDIVISION OF BLOCK 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 18 (EXCEPT THE EAST 8 INCHES THEREOF) LOTS 19, 20, 21, AND 22 IN LAND COMPANY'S SUBDIVISION OF BLOCK 41 IN SHEFFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO EXCEPT FROM LOT 18 THAT PART LYING NORTH OF THE LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID EAST 8 INCHES, A DISTANCE OF 22 FEET SOUTH OF THE NORTH LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT, IN COOK COUNTY ILLINOIS.

**P.I.N. 14-31-208-001-0000; 14-31-208-044-0000; 14-31-208-045-0000;
14-31-208-046-0000**

**Commonly known as:
2157 N. Damen Avenue, Chicago, IL 60647**

(the "Property"); (c) the Note matured on January 1, 2010, and was due in full, including principal and accrued interest, on that date; and (d) the indebtedness under the Note was not paid when due and Mortgagor remains in default under the Note and Mortgage.

4. Mortgagor and Guarantors hereby stipulate, consent, and agree to entry of this Consent Judgment of Foreclosure and to the vesting immediately and irrevocably of absolute title to the subject Property in Plaintiff MRR 2157, the mortgagee under the Mortgage sought to

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be foreclosed in this action, free and clear of all claims, liens and interests of Mortgagor and Guarantors, including all rights of reinstatement and redemption, and all rights of all other parties in this foreclosure whose interest are subordinate to MRR 2157, pursuant to 735 ILCS 5/15-1402. The subject Property was not residential property at the time the Mortgage was executed and Mortgagor and guarantors acknowledge, stipulate and agree that the Mortgage attached to the pending Complaint waived all rights to reinstatement and redemption.

5. Pursuant to 735 ILCS 5/15-1402(c), MRR 2157 agrees that it will and does waive any right to a personal deficiency judgment against Mortgagor, the Guarantors and all persons and guarantors liable for the indebtedness or other obligations secured by the Mortgage.

6. Each of the defendants named in this action other than Mortgagor and Guarantors has been duly and lawfully served and otherwise lawfully made a party to this action and the interests (if any) in the Property of all such defendants have been fully adjudicated, resolved or disposed of as reflected in the pleadings and orders in the record of this action and/or in the matters of public record on file with the Cook County Recorder of Deeds including releases of liens by various of those named defendants and which have been examined by the Court.

7. Each of the named defendants has duly and regularly been served a sufficient time to authorize this Court to proceed with the hearing and the entry of this Judgment. It further appears to the Court that all notices required to be given have duly and properly been given and due notice of the presentation of this Judgment has been given to all parties entitled thereto and to each of the defendant, as required by law, and this Court has acquired and now has jurisdiction of all the parties to this cause and the subject matter the hereof.

8. Upon entry of this Consent Judgment of Foreclosure, in accordance with 735 ILCS 5/15-1402, absolute title to the Property as described above shall immediately vest in

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the Plaintiff MRR 2157 herein, free and clear of all claims, liens and interest of any of the named Defendants herein, including all rights of reinstatement and redemption, and further each of the named Defendants herein and all persons claiming by, through or 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 reinstate or redeem in and to the Property.

9. Upon entry of this Consent Judgment of Foreclosure, the mortgage indebtedness described herein is satisfied in full and that Plaintiff MRR 2157, its successors and/or assigns are barred from obtaining a deficiency judgment against all Defendants; and, upon entry of this Consent Judgment of Foreclosure, Plaintiff shall be and is entitled to immediate possession of the Property described herein and that any of the parties to this action or persons claiming by, through or under them shall immediately surrender possession of the Property to Plaintiff MRR 2157.

10. This Court shall and does hereby retain jurisdiction to enforce this Consent Judgment of Foreclosure.

ENTERED:

Dated: _____, 2013

Judge _____

Judge Anthony C. Kymakopoulos

JAN 09 2013

Circuit Court 2027

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Paul C. Mallon, Jr.
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Barnett Rutterberg
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60035*

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Property of Cook County Clerk's Office

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

1-9-13 *Dorothy Brown*

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

