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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION  
MORTGAGE FORECLOSURE / MECHANICS LIEN SECTION

Doc#: 1335244067 Fee: \$100.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/18/2013 03:12 PM Pg: 1 of 12

URBAN PARTNERSHIP BANK, AS SUCCESSOR IN  
INTEREST TO SHOREBANK,

PLAINTIFF,

v.

CHICAGO TITLE LAND TRUST COMPANY AS  
TRUSTEE U/T/A DATED MARCH 5, 2002 AND  
KNOWN AS TRUST NO. 1110703; JOHN  
TSIAOUSIS; CITY OF CHICAGO; CITY OF  
CHICAGO, DEPARTMENT OF BUILDINGS;  
UNKNOWN OWNERS AND NON-RECORD  
CLAIMANTS,

DEFENDANTS

No. 13 CH 00089

CAL. 62

1402 W. 83RD STREET  
8256-58 S. LOOMIS  
CHICAGO, ILLINOIS 60620

## JUDGMENT OF FORECLOSURE AND SALE

(Cn. 735, Sec. 5/15-1506)

THIS CAUSE COMING ON TO BE HEARD for hearing on the merits of the Complaint for Foreclosure filed herein by Plaintiff and upon Plaintiff's Motion for Default Judgment and Judgment of Foreclosure and Sale, this court, having considered the evidence, supporting affidavits and otherwise being fully advised in the premises, makes these FINDINGS:

### I. JURISDICTION.

1. a. The following Defendants have each been properly served with a Summons and a copy of the Complaint on the dates shown:

Chicago Title Land Trust Company, as Trustee u/t/a dated March 5, 2002 a/k/a Trust No. 1110703 was served on January 7, 2013; John Tsiaousis was served personally on May 16, 2013; City of Chicago was served January 8, 2013; and City of Chicago, Department of Buildings was served January 8, 2013.

The following Defendants have each been property served with a Summons and a Copy of the Complaint on the dates shown and having failed to answer said Complaint herein although more than thirty (30) days have passed since such service:

Chicago Title Land Trust Company, as Trustee u/t/a dated March 5, 2002 a/k/a Trust No. 1110703, John Tsiaousis, City of Chicago, City of Chicago/Department of Buildings.

b. The following Defendants, unknown owners and non-record claimants, were duly served by publication of a notice in The Daily Law Bulletin, a secular daily newspaper of general circulation in Cook County, Illinois, on January 8, 2013 through January 22, 2013 and

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copies of said notice were mailed to said Defendants by the Clerk of this Court pursuant to Ill. Comp. State., Chapter 735, Section 5/15-1502 and said Defendants have failed to answer the Complaint or otherwise enter any appearance herein although more than thirty (30) days have passed since the first said publication, and the default date published as aforesaid has passed, and said Defendants, Unknown Owners and Non-Record Claimants are ordered defaulted.

2. The court specifically finds service of process in each instance was properly made in accordance with the Code of Civil Procedure.

3. This court has jurisdiction over all the parties hereto and the subject matter presented herein.

4. The court specifically found, after considering Plaintiff's Motion Default and Judgment of Foreclosure and Sale against Defendants that Plaintiff is entitled to judgment against those Defendants pursuant to Plaintiff's Complaint as a matter of law, and having entered an order granting Plaintiff's motion against those Defendants.

## II. EVIDENTIARY FINDINGS. (Ch 735, Sec. 5/15-1504)

1. Plaintiff filed a Complaint ("Complaint") herein to foreclose the mortgage (or other conveyance in the nature of a mortgage) (hereinafter "Mortgage") hereinafter described and joined the following persons as Defendants:

Chicago Title Land Trust Company, as Trustee u/t/a dated 3/5/2002 a/k/a Trust No. 1110703; John Tsiaousis; City of Chicago; City of Chicago, Department of Buildings; and Unknown Owners and Non-record Claimants.

2. Attached to the Complaint as Exhibit A is a copy of said Mortgage dated September 4, 2008, attached as Exhibit B to the Complaint is the Promissory Note secured thereby, attached as Exhibit C is the Assignment of Rents dated September 4, 2008 between Borrower and Lender; and attached as Exhibit D to the Complaint is a true and correct copy of the Loan Modification Agreement (collectively, "Mortgage"). Exhibits A through D are admitted into evidence, and any originals presented may be withdrawn.

3. Information concerning Mortgage:

A. Nature of instrument:

Mortgage

B. Date of mortgage:

September 4, 2008

C. Name of mortgagor:

Chicago Title Land Trust Company, not personally, but as Trustee under Trust Agreement dated March 5, 2002 and known as Trust No. 1110703

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D. Name of mortgagee:

ShoreBank

E. Date and place of recording:

September 11, 2008 recorded in the Cook County Recorder's Office

F. Identification of recording:

Document No: 0825533113

G. Interest subject to the mortgage:

Fee Simple

H. Amount of original indebtedness including subsequent advances made under the mortgage:

\$490,000.00

I. Description:

i. The legal description of the mortgaged premises:

LOT 18 IN BLOCK 27 OF FOURTH ADDITION TO AUBURN HIGHLANDS, BEING HART'S SUB OF BLOCKS 13, 14, 15 AND 16 IN CIRCUIT COURT PARTITION IN SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 20-32-127-035-0000

Commonly known as: 1402 W. 83<sup>RD</sup> St./8256-58 S. Loomis, Chicago, 60620

J. Defaults consist of payments which have become due under the Notes and Mortgages which are in default and in arrears in the total amount of \$626,142.91 as of September 30, 2013, and being due and payable in full, plus additional interest, attorneys' fees.

K. The total amount now due under Note is:

Unpaid balance of principal.....	\$477,366.67
Accrued interest as of 6/20/13.....	\$ 76,229.83
Accrued interest 6/21/13-9/30/13.....	\$ 7,613.28
Late Fees.....	\$ 8,732.16
Escrow Charges and Reserves.....	\$ 51,774.55

Interest accrues thereafter at a rate of \$74.64 per diem

Attorney's Fees.....\$4,426.42 as of 7/16/13

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Total Balance Due..... \$626,142.91 as of 9/30/13

L. The name of the present owners of said real estate is:

M. The names of other persons who are joined as Defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated are:

Chicago Title Land Trust Company, as Trustee u/t/a dated 3/5/2002 a/k/a Trust No. 1110703; John Tsiaousis; City of Chicago; City of Chicago, Department of Buildings; and Unknown Owners and Non-record Claimants.

N. The names of Defendants personally liable for the deficiency, if any are:

Chicago Title Land Trust Company, as Trustee u/t/a dated 3/5/2002 a/k/a Trust No. 1110703; and John Tsiaousis

O. The capacity in which plaintiff brings this foreclosure is as the owner and legal holder of said note, mortgage and indebtedness.

III. DEEMED ALLEGATIONS PROVED.  
(Ch. 735, Sec. 5/15-1504)

1. On the date indicated in the Complaint ("Complaint"), the obligor of the indebtedness or other obligations secured by the mortgage was justly indebted in the amount of the indicated original indebtedness to the original mortgagee or payee of the mortgage note.

2. The exhibits attached to the Complaint are true and correct copies of the Mortgage, Promissory Note, Assignments of Rents and Loan Modification Agreement.

3. The mortgagor was, at the date indicated in the Complaint, owner of the interest in the real estate described in the Complaint and as of that date made, executed, and delivered the Mortgages as security for the Notes or other obligations.

4. The Mortgages were recorded in the county in which the mortgaged real estate is located, on the date indicated, in the book and page or as the document number indicated.

5. Defaults occurred as indicated in the Complaint and in evidence or affidavits presented to the Court.

6. The persons named as present owners are the owners of the indicated interests in and to the real estate described.

7. The mortgage constitutes a valid, prior and paramount lien upon the indicated interest in the mortgaged real estate, which lien is prior and superior to the right, title, interest, claim or lien of all parties and non-record claimants whose interest in the mortgaged real estate are terminated by this foreclosure.

8. By reason of the defaults alleged and proved, if the indebtedness had not matured by its terms, the same became due by the exercise, by Plaintiff or other persons having such power,

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of a right or power to declare immediately due and payable the whole of all indebtedness secured by the Mortgage.

9. Any and all notices of default or election to declare the indebtedness due and payable or other notices required to be given have been duly and properly given.

10. Any and all periods of grace or other period of time allowed for the performance of the covenants or conditions claimed to be breached or for the curing of any breaches have expired.

11. The amount indicated to be due is broken down in the statement in the Complaint or in the evidence or affidavits presented to the Court into various items; the same are correctly stated and if such breakdown indicates any advances made or to be made by the Plaintiff or owner of the mortgage indebtedness, such advances were, in fact, made or will be required to be made, and under and by virtue of the Mortgage the same constitute additional indebtedness secured by the Mortgage.

12. Other than as set forth herein, any party claiming an interest in the proceeds of the judicial sale of the mortgaged real estate is deferred in its proving priority until the hearing to confirm the sale.

#### IV. FEES AND COSTS. (Ch. 735, Sec. 5/15-1504)

1. Plaintiff has been compelled to employ and retain attorneys to prepare and file the Complaint and to represent and advise the Plaintiff in the foreclosure of the Mortgages, and the Plaintiff has and will thereby become liable for the usual, reasonable and customary fees of the attorneys in that behalf.

2. The Plaintiff has been compelled to advance or will be compelled to advance various sums of money in payment of costs, fees, expenses and disbursements incurred in connection with the foreclosure including, without limiting the generality of the foregoing, filing fees, stenographer's fees, witness fees, costs of publication, costs of procuring abstracts of title, Torrens certificates, foreclosure minutes and a title insurance policy.

3. Under the terms of the Mortgages, all such advances, costs, attorneys' fees and other fees, expenses and disbursements are made a lien upon the mortgaged real estate and the Plaintiff is entitled to recover all such advances, costs, attorneys' fees, expenses and disbursements, together with interest on all advances at the rate provided in the Mortgages, or, if no rate is provided therein, at the statutory judgment rate, from the date on which such advances are made.

4. In order to protect the lien of the Mortgages, it may or has become necessary for Plaintiff to pay taxes and assessments which have been or may be levied upon the mortgaged real estate.

5. In order to protect and preserve the mortgaged real estate, it has or may also become necessary for the Plaintiff to pay fire and other hazard insurance premiums on the real estate or to make such repairs to the real estate as may reasonably be deemed necessary for the property preservation thereof.

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6. Under the terms of the Mortgages, any money so paid or expended has or will become an additional indebtedness secured by the Mortgages and will bear interest from the date such monies are advanced at the rate provided in the Mortgages, or, if no rate is provided, at the statutory judgment rate.

## V. ULTIMATE FINDINGS.

1. The allegations of Plaintiff's Complaint are true substantially as set forth, the equities in the cause are with Plaintiff, and Plaintiff is entitled to the relief requested in the complaint including foreclosure of said Mortgage upon the real estate described therein in the amount of the Total Balance Due, as found in II, Paragraph 3 above, together with interest thereon at the statutory rate after the entry of this judgment and additional court costs, including publication costs and expenses of sale.

2. All lien or mortgage claimants defaulted are found and declared to have no interest in the real estate foreclosed as they have offered no evidence of said interest, other than as set forth herein.

3. Said real estate is free and clear of all liens and encumbrances except:

- a. General real estate taxes;
- b. Judgment liens recorded by City of Chicago; and
- c. Said mortgage ordered foreclosed herein.

4. The Mortgage is prior and superior to all other mortgages, claims of interests and liens upon said real estate except for real estate taxes and special assessments, if any, and except for any mortgages or liens found herein to be prior and superior to Plaintiff's Mortgage or prior liens of non-parties.

5. The sum of attorney fees allowed herein as stated above is the fair, reasonable and proper fee to be allowed to Plaintiff as attorney's fees in this proceeding in accordance with the terms of the note and mortgage given to Plaintiff by said Defendants which should be added to and become a part of the indebtedness due to Plaintiff.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that a Judgment for Foreclosure and Sale is granted to Plaintiff and against all Defendants.

IT IS FURTHER ORDERED:

## VI. ORDER UPON DEEMED REQUEST FOR FORECLOSURE. [Ch. 735, Sec. 5/15-1504- (e) (1) through (6)]

1. An accounting has been taken under the direction of the court of the amounts due and owing to the Plaintiff as declared herein.

2. The Defendants are ordered to pay to the Plaintiff before expiration of any redemption period (or, if no redemption period, within seven (7) days after the date of this judgment) whatever sums may appear to be due upon the taking of such account, together with attorney's fees and costs of the proceedings (to the extent provided in the mortgage or by law).

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3. In default of such payment in accordance with this judgment, the mortgaged real estate shall be sold as directed by the court, to satisfy the amount due to the Plaintiff as set forth in this judgment, together with the interest thereon at the statutory judgment rate from the date of the judgment.

4. In the event the Plaintiff is a purchaser of the mortgaged real estate at such sale, the Plaintiff may offset against the purchase price of such real estate the amounts due under the Judgment for Foreclosure and order confirming the sale.

5. In the event of such sale and the failure of the person entitled thereto to redeem prior to such sale pursuant to statutory provision, the Defendants made parties to the foreclosure in accordance with statutory provisions, and all non-record claimants given notice of the foreclosure in accordance with statutory provisions, and all persons claiming by, through or under them, and each and any of them, shall be forever barred and foreclosed of any right, title, interest, claim, lien or right to redeem in and to the mortgaged real estate.

6. If no redemption is made prior to such sale, a deed shall be issued to the purchaser thereat according to law and such purchaser shall be let into possession of the mortgaged real estate in accordance with statutory provisions.

## VII. ORDER FOR SALE.

[Ch. 735, Sec. 5/15-1507 (a) through (e)]

1. The real estate is ordered sold in accordance with statutory provisions.

2. The real estate shall be sold at a sale as provided in this judgment of foreclosure at a public venue by a sales officer as designated by this Court or the Sheriff of Cook County, Illinois (hereinafter "Sales Officer"). The attorneys for Plaintiff shall give public notice of the time, place and terms of the sale. Intercounty Judicial Sales is hereby appointed selling officer pursuant to 735 IL CS 5/15-1506(f)

3. Notice of Sale. The mortgagee, or such other party designated by the court, in a foreclosure under this Article shall give public notice of the sale as follows:

a. The notice of sale shall include the following information, but an immaterial error in the information shall not invalidate the legal effect of this notice.

i. The name, address and telephone number of the person to contact for information regarding the real estate;

ii. The common address and other common description (other than legal description), if any, of the real estate;

iii. A legal description of the real estate sufficient to identify it with reasonable certainty;

iv. A description of the improvements on the real estate;

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- v. The real estate may be inspected prior to sale upon making reasonable arrangements with the person identified in paragraph (A) above;
- vi. The time and place of the sale;
- vii. The terms of the sale;
- viii. The case title, case number and the court in which the foreclosure was filed; and
- ix. No other information is required.

4. The notice of sale shall be published at least three (3) consecutive calendar weeks (Sunday through Saturday), once in 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:

a. advertisements in a newspaper circulated to the general public in the County in which the real estate is located, in the section of that newspaper where legal notices are commonly placed;

b. separate advertisements in the section of such a newspaper, which, except in counties with a population in excess of 3,000,000, may be the same newspaper, in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public; provided, that the separate advertisements in the real estate section need not include a legal description and 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; and (ii) such other publications as may be further ordered by the court.

c. Notice of public sale shall be given by attorneys for the Plaintiff to all parties in the action who have appeared and have not theretofore 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 of complaint, not more than 45 days nor less than seven (7) days prior to the day of sale. After notice is given as required in this Section, a copy thereof shall be filed in the office of the Clerk of the Court entering the judgment, together with a certificate of counsel or other proof that notice has been served.

d. The party who gives notice of public sale shall again give notice of any adjourned sale; provided, however, that if the adjourned sale is to occur less than 30 days after the last scheduled sale, notice of any adjourned sale need be given only one, not less than 5 days prior to the day of the adjourned sale.

e. Notice of the sale may be given prior to the expiration of the redemption period.

f. No other notice by publication or posting shall be necessary.



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g. The person named in the notice of sale to be contacted for information about the real estate shall not be required to provide additional information other than that set forth in the notice of sale.

The Plaintiff, or any of the parties to this cause, may become the purchasers at such sale. The Sale Officer may adjourn or continue the sale subject to the Notice and advertisement pursuant to the requirements of Chapter 735, Section 5/15-1507(4)(c) of the Illinois Compiled Statutes.

5. Terms of Sale. The Sale Officer 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 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, requiring payment not less than ten percent (10%) at the time of sale and 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 Sale Officer. 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 Sale Officer and the bidder, the funds submitted shall be forfeited to Plaintiff or 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 Plaintiff, the Sale Officer shall obtain the name, address (other than a post office box), and telephone number of the bidder. Notice by regular mail to the address given by the bidder and to the Sale Officer shall be deemed 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 or recourse to Plaintiff.

6. Election of Property. If the real estate is susceptible of division, the person conducting the sale may order it to be sold as necessary to satisfy this judgment. The person conducting the sale shall determine which real estate shall be sold and the person conducting the sale may determine the order in which separate tracts may be sold.

7. Certificate of Sale/Receipt: Upon the sale of mortgaged real estate, the person conducting the sale shall promptly give a receipt of sale for funds tendered. The Sale Officer, after entry of an order approving sale and upon the request of the successful bidder shall execute and deliver a certificate of sale to the successful bidder and record a duplicate of said certificate in accordance with Section 15-1507 of the Code of Civil Procedure. The certificate shall be freely assignable by endorsement thereon.

## VIII. ORDER UPON SPECIAL MATTERS. [Ch. 735, Sec. 5/15-1506 (f) (1) through 15]]

1. The sale shall be by public auction.
2. The sale shall be by open verbal bid.
3. Exceptions to which title in the real estate shall be subject at the sale shall include general real estate taxes for the current year and for the proceeding year which have not become due and payable as of the date of this judgment and any special assessments upon the real estate and easements and restrictions of record.

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4. In the event any party to this foreclosure is a successful bidder at the sale, such party may offset against the purchase price to be paid for such real estate any amounts due such party under this judgment of foreclosure or the order confirming the sale.

## IX. TRANSFER OF TITLE

[Ch. 735, Sec. 5/15-1509 (a), (b)]

1. Upon or after confirmation of the sale, the person who conducted the sale or the court shall execute a deed to the holder of the certificate of sale sufficient to convey title, which deed shall identify the court and the caption of the case in which judgment was entered authorizing issuance of the deed. Signature and the recital in the deed of the title or authority of the person signing the deed as grantor, of authority pursuant to this judgment and of the giving of the notices required by statute shall be sufficient proof of the facts recited and of such authority to execute the deed, but such deed shall not be construed to contain any covenant on the part of the person executing it.

2. Delivery of the deed executed on the sale of the real estate, even if the purchaser or holder of the certificate of sale is a party to the foreclosure, shall be sufficient to pass the title thereto. Such conveyance shall be an entire bar of (i) all claims of parties to the foreclosure and (ii) all claims of any non-record claimant who is given notice of the foreclosure as provided by statute.

## X. APPLICATION OF PROCEEDS

[Ch. 735, Sec. 5/15-1512 (a) through (d)]

The proceeds resulting from the sale ordered herein shall be applied in the following order:

1. The reasonable expenses of sale;

2. 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, management fees, and, to the extent provided for in the mortgage or other recorded agreement and not prohibited by law, reasonable attorney's fees, payments made pursuant to Illinois Revised Statutes, Chapter 110, Section 15-1505 and other legal expenses incurred by the mortgagee;

3. Satisfaction of claims in the order of priority adjudicated in this judgment of foreclosure; and

4. Remittance of any surplus to the mortgagor or as otherwise directed by the Court.

## XI. REDEMPTION - NON-RESIDENTIAL (WAIVER OF REDEMPTION)

[Ch. 735, Sec. 5/15-1603 (a), (b), (d)]

1. This is a foreclosure of a mortgage of non-residential real estate and a security interest in certain personal property and not a foreclosure of a mortgage of residential real estate.

2. Pursuant to the provisions of the Mortgage, the Borrower waived any and all rights of redemption pursuant to the commercial mortgage, notwithstanding any of the provisions to the contrary contained in the mortgage, Grantor also hereby waives, to the extent permitted under 735 ILCS 5/15-161(b) or any similar law existing after the date of this Mortgage, any and all rights of

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redemption on Grantor's behalf and on behalf of any other persons permitted to redeem the Property.

## XII. OTHER MATTERS.

(REPORT OF SALE).

[Ch. 735, Sec. 5/15-1508 (a), (b)]

### 1. Report of Sale and Confirmation of Sale:

a. Report of Sale: The person conducting the sale shall promptly make a report of sale to the Court;

b. Hearing: Upon motion and notice in accordance with court rules applicable to motions generally, the Court shall conduct a hearing to confirm the sale. The Court shall then enter an order confirming the sale, which order shall include a judgment for immediate possession. The confirmation Order may also:

(i) approve the mortgagee's fees, costs and additional advances arising between the entry of the judgment of foreclosure and the confirmation hearing;

(ii) provide for a personal judgment against any party for a deficiency; and

(iii) determine the priority of the judgment of parties who deferred proving the priority pursuant to subsection (i) of Section 5/15-1506, but the Court shall not defer confirming the sale pending the determination of such priority.

## XIII (POSSESSION).

[Ch. 735, Sec. 5/15-1701 (c)]

1. After 30 Days After Sale Confirmation. The holder of the certificate of sale or deed issued pursuant to that certificate or, if no certificate or deed was issued, the purchaser, except to the extent the holder or purchaser may consent otherwise, shall be entitled to possession of the mortgaged real estate, as of the date 30 days after the order confirming the sale is entered, against those parties to the foreclosure whose interests the court has ordered terminated, without further notice to any party, further order of the court, or resort to proceedings under any other statute other than this Article.

2. 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 Judicial Sheriff's Deed of Conveyance, surrender possession of said premises to said grantee, his representative or assigns, and in default of so doing, an Order of Possession shall issue. Plaintiff is authorized to take possession of said real estate upon and after default by the terms of the mortgage foreclosed; Plaintiff has prevailed on a final hearing of this cause; Plaintiff has requested to be placed in possession of said real estate, and Defendant-mortgagors have not objected and shown good cause for having possession of said premises hereafter. After the entry of this judgment, Plaintiff shall have exclusive possession of said real estate and after 30 days of the confirmation of sale ordered herein, the holder of the certificate of sale shall have Plaintiff's right to be placed in possession of said real estate.

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XIV. (HOMESTEAD WAIVER).  
(Ch. 735, Sec. 5/12-904)

Defendant-mortgagors waived any applicable right to homestead or other exemptions in said real estate in the body of said mortgage, which was duly signed and acknowledged, and said Defendant-mortgagors are therefore barred from claiming any right to homestead or other exemptions in said real estate.

XV. (DEFICIENCY).  
(Ch. 735, Secs. 5/15-1504(f), 5/15-1508(b) (2) and (e), and 5/15-1511)

1. If the money arising from said sale shall be insufficient to pay the amounts due to Plaintiff with interest and the costs and expenses of sale, the person conducting the sale shall specify the amount of such deficiency in the report of sale, and a judgment shall be entered therefore, if appropriate.

2. The Court hereby retains jurisdiction of the subject matter of this action and all the parties hereto for the purposes of enforcing this judgment and appointing or continuing a receiver herein. Plaintiff shall serve a copy of this judgment of Foreclosure and Sale to each Defendant within seven (7) days.

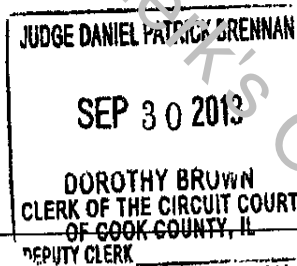
The address of Plaintiff is as follows: 55 E. Jackson, Chicago, IL 60604

XV. MONEY JUDGMENT ON COUNT II

A money judgment is hereby entered against Defendant Chicago Title Land Trust Company, as Trustee u/t/a dated 3/5/02 a/k/a Trust No. 1110703 (Borrower) and John Tsiaousis (Guarantor), jointly and severally, in favor of Plaintiff in the amount of \$626,141.91 pursuant to Count II of Plaintiff's Complaint for Breach of Promissory Note.

Dated: September 30, 2013

ENTER:



Judge

Greg McCormick  
Erica Byrd  
Garfield & Merel, Ltd.  
180 Stetson Avenue, Ste. 1300  
Chicago, IL 60601  
Ph. (312) 288-0105  
Attorney No. 26319