

Recording Cover Page

<input type="checkbox"/> Deed	<input type="checkbox"/> Re-Record
<input type="checkbox"/> Mortgage	<input type="checkbox"/> Assignment of Certificate of Sale
<input type="checkbox"/> Other	<input type="checkbox"/> Memorandum of Judgment
<input type="checkbox"/> Power of Attorney	<input type="checkbox"/> Affidavit
<input type="checkbox"/> Release	<input checked="" type="checkbox"/> Consent Judgment of Foreclosure
<input type="checkbox"/> Subordination Agreement	

Prepared By and Return to: Richard L. Heavner, Heavner, Scott, Beyers & Mihlar, LLC, Attorneys at Law, P.O. Box 740, Decatur, IL 62525, 217-422-1719

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

EVERBANK,)	
)	
)	Plaintiff,
)	
vs.)	No. 13 CH 04439
)	Calendar 62
ERIN FETSKO and JONATHAN FETSKO,)	
)	<u>Property Address:</u>
)	6329 N. Lawndale Ave.
Defendants.)	Chicago, IL 60659

CONSENT JUDGMENT OF FORECLOSURE

THIS MATTER COMES for hearing on the merits of the Plaintiff's Complaint for Foreclosure filed herein by the Plaintiff, EverBank, and Motion for Entry of Consent Foreclosure Judgment. This Court, having considered the evidence and arguments of counsel and being fully advised in the premises, **FINDS and ORDERS** as follows:

The following Defendants have been properly served with a summons and a copy of the Complaint on the dates set forth: Erin Fetsko was served with Summons on April 2, 2013, is represented by counsel, and has filed an Answer, and Jonathan Fetsko was served with Summons on February 20, 2013, and has not filed an Answer. The Court specifically finds that service of process on the Defendants was properly made in accordance with the Illinois Code of Civil Procedure, and further, that the Defendants have subjected themselves to the jurisdiction of this Court, and that the Court has subject matter jurisdiction over this cause.

The Plaintiff has filed a Motion for Entry of Consent Judgment of Foreclosure and said Motion has been allowed. This cause now comes to be heard on the Plaintiff's Complaint, and the Court being fully advised in the premises, finds that the allegations contained in the Complaint are true and that the Court has jurisdiction of the subject matter hereof and the parties hereto, and that the equities of this cause are with the Plaintiff and the Court further finds as follows:

1. That on the 22nd day of June, 2009, Erin Fetsko and Jonathan Fetsko (hereinafter referred to as the "Defendants") borrowed from Bank of America, N.A., the sum of Three Hundred Sixty-eight Thousand Two Hundred Seven Dollars (\$368,207.00) and on said date did execute and deliver to Bank of America, N.A., a certain Note wherein the Defendants promised to pay to the order of Bank of America, N.A., the sum of Three Hundred Sixty-eight Thousand Two Hundred Seven Dollars (\$368,207.00).
2. To secure the payment of said Note, the Defendants did on the 22nd day of June, 2009, make, execute, deliver and acknowledge to Bank of America, N.A., a certain Mortgage dated

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June 22, 2009, wherein the Defendants mortgaged to said to Bank of America, N.A., the following described real estate, to-wit:

Legal Description:

Lot 15 in Block 4 in Oliver Salinger and Company's Seventh Kimball Boulevard Addition to North Edgewater being a Subdivision in the Northeast Fractional Quarter and in the Northwest Fractional Quarter of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, lying North and South of Indian boundary line, in Cook County, Illinois.

Permanent Index Number: 13-02-105-015-0000

Commonly known as: 6329 N. Lawndale Ave., Chicago, IL 60659

subject to a condition of defeasance for the full and complete performance by them of the obligations and conditions created by said Note and Mortgage; that in and by said Mortgage the Defendants released and waived all rights and benefits under the Homestead Exemption Laws of the State of Illinois. Said Mortgage was, June 25, 2009, duly filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0917635113. Said document which will more fully appear from said Mortgage herein admitted into evidence as Plaintiff's Exhibit 1.

3. That the record title to said premises is now vested in the Defendants. Pursuant to this Consent Judgment and the Stipulation executed by the Defendants, the Defendants waive any equity or right of redemption, or reinstatement as well as any and all other right, title, and interest they may have in or to the subject property.

4. That the Defendants in and by the Mortgage of the Defendants, assigned all of the rents, issues and profits, together with the tenements, hereditaments and appurtenances to Bank of America, N.A., as further and additional security for said Note, and also conveyed, assigned and transferred all tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof, and all apparatus and fixtures of any kind for the supplying and distributing of heat, light, water, air conditioning power therein or thereto; and all other fixtures in or which may be placed in any building which was standing on said premises on the date of the Mortgage or which was built on said premises subsequent to the date of the Mortgage.

5. That it is provided among other things in said Mortgage that in the event of default in making of any monthly payments provided therein and in the Note, secured thereby, or in case of a breach of any other covenant or agreement therein contained, then the whole of said principal sums remaining unpaid, together with interest accrued thereon, shall at the election of the mortgagee without notice, become immediately due and payable, and mortgagee shall have the right to immediately foreclose said Mortgage.

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6. It is also provided in and by said Mortgage, among other things, that the mortgagors covenant and agree to pay the following expenses, which expenses may be included in the Foreclosure Judgment or taxed as costs of this proceeding:

- a. All the costs of such suit or suits, sale and conveyance, including reasonable attorneys, solicitors and stenographers fees, outlays for documentary evidence and cost of said abstract and examination of title;
- b. All the moneys advanced by the mortgagee, if any, for any purpose authorized in the Mortgage;
- c. All the accrued interest remaining unpaid on the indebtedness hereby secured; and
- d. All the said principal money remaining unpaid.

7. Plaintiff is now the legal and equitable holder and owner of said Note and Mortgage and entitled to all the benefits of same.

8. That the said covenants and agreements contained in the Note and Mortgage, described above have not been kept or performed but on the contrary default has been made in making the payments provided for in the Mortgage and Note for more than thirty (30) days past the due date, and said default continues to the date hereof. Specifically, the Defendants defaulted under the terms of the Mortgage and Note at issue in the Plaintiff's Complaint by their failure to pay the monthly mortgage payment due July 1, 2012, and those monthly payments due and accruing thereafter under the terms of the Mortgage and Note at issue in the Plaintiff's Complaint. In order to resolve the default, a Stipulation has been filed whereby the borrowers, Erin Fetsko and Jonathan Fetsko, have agreed to a consent foreclosure pursuant to 735 ILCS 5/15-1402(a).

9. Any and all rights, title, and interests of the Defendants in and to the subject property are hereby terminated, and in addition to the relief set forth below, the Plaintiff is entitled to an immediate Order of Possession against Erin Fetsko and Jonathan Fetsko.

10. That the Mortgage heretofore described in Paragraph 2 is a good, valid and subsisting first lien on the real estate therein and hereinbefore described.

11. That the Plaintiff and the Defendants, Erin Fetsko and Jonathan Fetsko, have executed a Stipulation, which stipulates that title to the subject property shall immediately vest in the Plaintiff upon entry of this Consent Judgment

12. That a Notice of Hearing regarding Plaintiff's Motion for Entry of Consent Foreclosure Judgment was sent to all parties to this cause, and no objection or other response to the Plaintiff's motion has been filed. Therefore, all lien or mortgage claimants defaulted are found and declared to have no interest in the real estate foreclosed, and said real estate is free and clear of all liens and encumbrances.

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a Consent Judgment of Foreclosure is granted in favor of Plaintiff and against the Defendants.

This Court hereby FINDS and ORDERS that by virtue of the entry of this Judgment, title to the property at issue in this cause shall immediately vest in the Plaintiff, free and clear of all liens, encumbrances or other interests. The Defendants, shall, before or at the time this Judgment is entered, present a signed deed to counsel for the Plaintiff which evidences this transfer of title.

Pursuant to 735 ILCS 5/15-1402, the indebtedness secured by the mortgage that is the subject of this cause is satisfied in total. The Plaintiff is further entitled to possession of the property located at 6329 N. Lawndale Ave., Chicago, IL 60659 as of 5/6/14.

On or after 5/6/14, the Sheriff of Cook County, Illinois is authorized and directed to obtain possession of the premises legally described as follows:

Legal Description:

Lot 15 in Block 4 in Oliver Salinger and Company's Seventh Kimball Boulevard Addition to North Edgewater being a Subdivision in the Northeast Fractional Quarter and in the Northwest Fractional Quarter of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, lying North and South of Indian boundary line, in Cook County, Illinois.

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from Erin Fetsko and Jonathan Fetsko, and turn over possession of the premises to Bank of America, N.A., or to any designee of the Plaintiff.

There will be no merger of the Mortgage and the Judgment and the Mortgage and the Deed until thirty (30) days after this Judgment is entered. If within that 30-day period, the Plaintiff discovers that the United States, including but not limited to the Internal Revenue Service, has recorded a lien, claim or other notice, prior to the entry of Plaintiff's Judgment and the recording of the Judgment and the Deed from the Defendants to the Plaintiff, that in any way affects the property that is the subject of this foreclosure action, the Court, upon notice from the Plaintiff, shall vacate this Judgment and shall additionally enter an order rescinding the Deed given by the Defendants to the Plaintiff. There shall be no merger of the Mortgage and the Judgment and the Mortgage and the Deed if the judgment is vacated and the deed is rescinded.

This is a final order of this court as it disposes of all issues between the parties and that there is no just reason to delay enforcement or appeal.

This Order may be recorded as additional evidence of the transfer of title of the subject property.

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A copy of this Judgment is to be served upon all parties within seven (7) days from the date of entry hereof.

DATE _____

ENTER: _____

JUDGE DANIEL PATRICK BRENNAN
JUDGE
MAY 06 2014
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

HEAVNER, SCOTT, BEYERS & MIHLAR, LLC (#40387)
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