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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/24/2014 03:20 PM Pg: 1 of 9

Property of Cook County Clerk's Office

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**CONSENT JUDGMENT OF FORECLOSURE**  
**ENTERED IN ACCORDANCE WITH SECTION 735 ILCS 5/15-1402**

Prepared by and after recording,  
return to:  
Michael Jacobson, Esq.  
Arnstein & Lehr  
120 S. Riverside Plaza  
Suite 1200  
Chicago, IL 60606

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

URBAN PARTNERSHIP BANK, )  
as assignee of the Federal Deposit )  
Insurance Corporation, as receiver of )  
ShoreBank, )

Plaintiff, )

v. )

CHICAGO TITLE LAND TRUST CO., as )  
Trustee under Trust Agreement Dated )  
June 4, 2003, Trust Number 1112110; )  
GORDON B. JENKINS; DEBRA A. JENKINS; )  
CITY OF CHICAGO, UNKNOWN OWNERS )  
and NON-RECORD CLAIMANTS )

Case No. 13 CH 19592

Property Address:

439-41 E. 111<sup>th</sup> Place  
Chicago, IL 60628

### CONSENT JUDGMENT OF FORECLOSURE ENTERED IN ACCORDANCE WITH SECTION 735 ILCS 5/15-1402

This cause coming to be heard upon the agreement of the Plaintiff URBAN PARTNERSHIP BANK, as assignee of the Federal Deposit Insurance Corporation, as receiver of ShoreBank ("Urban Partnership Bank" or "Plaintiff") and defendants, Gordon B. Jenkins ("Gordon Jenkins") and Debra A. Jenkins ("Debra Jenkins") for entry of a Judgment of Foreclosure by Consent (the "Consent Judgment") of the parties, due notice having been given and the Court having found that it has jurisdiction over the parties and the subject matter:

IT IS HEREBY ORDERED that the Court, having examined the Verified Complaint (the "Complaint"), files and records in this cause and having heard the evidence and being fully advised in the premises, finds that each of the defendants in this cause have been duly and properly brought before the Court, either through service of summons, publication, or through stipulation to the entry of the consent judgment of foreclosure, all in the manner provided by law; that due and proper notice has been given to each of the defendants during the progress of

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this cause as required by law, and that this Court now has jurisdiction over all of the parties to this cause and the subject matter hereto and further finds:

1. That all the material allegations of the Complaint in the above captioned matter are true and proven, including those deemed to be made pursuant to 735 ILCS § 5/15-1504 and that by virtue of the "Mortgage" and the evidence of indebtedness secured thereby alleged in the Complaint, there is due to the Plaintiff, it having a valid and subsisting lien on the property described hereafter, the following amounts accounted for as of August 27, 2014:

Principal:	\$310,907.55
Interest to August 27, 2014 (per diem interest accrues at \$48.59):	\$92,165.83
Late Charges:	\$11,318.21
Escrow C/O - 2	\$6,611.88
Escrow C/O	\$6,347.52
Fees and Charges:	\$2,261.00
Projected Escrow Reserves	\$37,056.69
<b>Net Amount Due:</b>	<b>\$466,668.68</b> <b>Plus accruing interest,</b> <b>reasonable</b> <b>attorneys' fees and costs</b>

In addition, interest has continued to accrue at the per diem rate of \$48.59, bringing the total balance due to: 466,668.68.

2. That under the provisions of said "Mortgage," the costs of this foreclosure are an additional indebtedness for which the Plaintiff should be reimbursed, and that such expenses are hereby allowed to the Plaintiff.

3. That the mortgage described in the Complaint being foreclosed is dated October 31, 2005 and recorded on November 28, 2005 with the Cook County Recorder of Deeds as

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document number 0533210141 (the "Mortgage"). The property herein referred to and directed to be conveyed is described as follows:

LOT 2 IN SUBDIVISION OF LOTS 5, 6, AND 7 IN FOOTE'S 2ND ADDITION TO PULLMAN, BEING A SUBDIVISION OF PART OF BLOCK 1 IN PULLMAN PARK ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ AND THAT PART OF THE NORTHEAST ¼ NORTH OF THE INDIAN BOUNDARY LINE AND WEST OF ILLINOIS CENTRAL RAILROAD IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTH 50 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 15 AND THE SOUTH 50 FEET OF THAT PART OF THE SOUTHEAST ¼ WEST OF THE ILLINOIS CENTRAL RAILROAD IN SAID SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1912 AS DOCUMENT 4996195, IN COOK COUNTY, ILLINOIS.

Commonly known as: 439-41 E. 111th Place, Chicago, Illinois 60628.

Property Identification Number: 25-22-203-002-0000

Hereinafter referred to as the "Property."

4. That the rights and interest of all the other parties in this cause and to the Property hereinbefore described are inferior to the lien of the Plaintiff heretofore mentioned, and that Plaintiff's interest is prior, paramount and superior to all other parties.

5. That the Mortgage sought to be foreclosed herein is governed by the provisions of Section 735 ILCS 5/15-1101, et seq. of the Illinois Code of Civil Procedure.

6. That the interest of all defendants in the Property are hereby terminated: Gordon Jenkins and Debra Jenkins having stipulated to the entry of this Consent Judgment; and defendants, Chicago Title Land Trust Co., as Trustee under Trust Agreement Dated June 4, 2003, Trust Number 1112110, and City of Chicago, having been duly and properly served by

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special process server, and Unknown Owners and Non-Record Claimants having been served through publication, Chicago Title Land Trust Co., as Trustee under Trust Agreement Dated June 4, 2003, Trust Number 1112110, City of Chicago, and Unknown Owners and Non-Record Claimants having failed to appear, answer, or otherwise plead to the Complaint, and a default having been entered against Chicago Title Land Trust Co., as Trustee under Trust Agreement Dated June 4, 2003, Trust Number 1112110, City of Chicago, and Unknown Owners and Non-Record Claimants by separate order.

7. The Plaintiff's interest in the Property is superior to the interest of Gordon Jenkins and Debra Jenkins and all other defendants, and the Plaintiff will be entitled to an Order of Possession against Gordon Jenkins and Debra Jenkins.

8. That pursuant to and in accordance with Section 735 ILCS 5/15-1601 of the Illinois Revised Statutes, the mortgagor, Chicago Title Land Trust Co., as Trustee under Trust Agreement Dated June 4, 2003, Trust Number 1112110, of which Gordon Jenkins and Debra Jenkins are beneficiaries, waived in writing any and all rights of redemption at the time of execution of the Mortgage and related documents.

9. That the Plaintiff has waived any right to a personal deficiency judgment against the Gordon Jenkins and Debra Jenkins, or any other person liable for the indebtedness or other obligations secured by the Mortgage.

10. That all mortgagors, Chicago Title Land Trust Co., as Trustee under Trust Agreement Dated June 4, 2003, Trust Number 1112110, of which Gordon Jenkins and Debra Jenkins are beneficiaries, Gordon Jenkins, Debra Jenkins, and owners of record who have an interest in the subject real estate expressly consent to the entry of this Consent Judgment, and no other party, by

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answer or response within the time allowed for such answer or response, has objected to entry of this Consent Judgment.

**IT IS HEREBY ORDERED AND ADJUDGED** that the Court gained jurisdiction over all party defendants to the Foreclosure as required by law, that the mortgagors and all those claiming through the mortgagors have expressly consented to the entry of this Consent Judgment and all those which hold an interest subordinate to that of the Plaintiff have consented or failed to object to the entry of this Consent Judgment.

**IT IS FURTHER ORDERED AND ADJUDGED** that this Consent Judgment is hereby entered and absolute title to the Property is hereby vested in JEFF BV Vacant, LLC, as assignee of Plaintiff, free and clear of all claims and liens and interest of the mortgagor, Chicago Title Land Trust Co., as Trustee under Trust Agreement Dated June 4, 2003, Trust Number 1112110 and of all rights of: Gordon Jenkins, Debra Jenkins, City of Chicago, and Unknown Owners and Non-Record Claimants, and all other persons made parties to the foreclosure whose interest are subordinate to that of the Plaintiff.

**IT IS FURTHER ORDERED AND ADJUDGED** that the rights, liens, and interests of defendants to the Property are terminated by virtue of this Consent Judgment; and the interest of any and all parties in and to the Property are terminated by this foreclosure and Consent Judgment; and the rights of all defendants to redeem the Mortgage or object to this consent judgment are hereby barred by this Consent Judgment.

**IT IS FURTHER ORDERED AND ADJUDGED** that upon entry of this Consent Judgment, the mortgage indebtedness due Plaintiff is hereby satisfied. All rights to a personal judgment for a deficiency are waived and the Plaintiff is barred from obtaining such a personal

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judgment for deficiency against the mortgagors, Gordon Jenkins and Debra Jenkins, or against any other person or entity liable for the indebtedness or other obligations secured by the Mortgage and the Property.

**IT IS FURTHER ORDERED AND ADJUDGED** that absolute title to the Property described in paragraph (3), by virtue of the entry of this Consent Judgment, automatically and without further action of this Court or any party is hereby conveyed to and vested in JEFF BV Vacant, LLC, assignee of Plaintiff, free and clear of all claims, liens and interests of the mortgagor, Chicago Title Land Trust Co., as Trustee under Trust Agreement Dated June 4, 2003, Trust Number 1112110, and defendants Gordon Jenkins Debra Jenkins, and all other defendants, including all rights of reinstatement and redemption; and all defendants and all persons claiming under them or any of them since the commencement of this suit is hereby forever barred, foreclosed of and from any and all rights and equity of redemption or claim of, in and to said premises or any part thereof; and plaintiff is granted immediate possession of the Property.

**IT IS FURTHER ORDERED AND ADJUDGED** that the Plaintiff does hereby release the and mortgage and promissory note dated October 31, 2005 which was executed and delivered by Chicago Title Land Trust Co., as Trustee under Trust Agreement Dated June 4, 2003, Trust Number 1112110, Gordon Jenkins, and Debra Jenkins, to ShoreBank, Plaintiff's predecessor in interest, in the original principal amount of \$340,000.00 (the "Note"), which was secured by the Mortgage.

The Court hereby retains jurisdiction of the subject matter of this cause and all the parties hereto for the purpose of enforcing this Consent Judgment.

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**IT IS FURTHER ORDERED** that the Plaintiff shall send a copy of this Consent Judgment to all defendants by regular mail to their last known address within seven days of entry of said Consent Judgment. In accordance with Section 5/15-1402 of the Illinois Revised Statutes all named defendants in this matter hereby consent to entry of this Consent Judgment with the understanding that all right, title and interest that the defendants, their successors and/or assigns may own or have to the Property shall be extinguished upon entry of this Consent Judgment.

ENTER:



JUDGE

JUDGE DANIEL PATRICK BRENNAN  
NOV 03 2014  
DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL  
DEPUTY CLERK


Konstantinos Armiros  
Michael A. Jacobson  
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120 S. Riverside Plaza, Suite 1200  
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Firm ID: 25188

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I hereby certify that the document to which this  
certification is affixed is a true copy.  
Date **NOV 2 12 05**  
**DOROTHY BROWN**  
Dorothy Brown  
Clerk of the Circuit Court  
of Cook County, IL



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