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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/22/2014 10:54 AM Pg: 1 of 6

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CHICAGO, ILLINOIS 60606

Line above is for recording purposes.

**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 )  
for ShoreBank, as successor in interest to Greater )  
Chicago Bank, )

Plaintiff, )

v. )

GEORGE HALDES, SHARON HALDES; CITY OF )  
CHICAGO; CITY OF CHICAGO, DEPARTMENT )  
OF WATER MANAGEMENT; FIRST KENMORE )  
ASSOCIATES CONDOMINIUM ASSOCIATION, )  
an Illinois not-for-profit corporation; BURLING )  
DICKENS SHEFFIELD REAL ESTATE )  
INVESTORS, LLC, a foreign limited liability )  
company; UNKNOWN OWNERS and NON- )  
RECORD CLAIMANTS, )

Defendants. )

Case No. 2014 CH 09067

Commercial Foreclosure

Calendar 55

Property Address:  
5114 N. Kenmore Ave., Unit 1  
Chicago, Illinois 60640

**CONSENT JUDGMENT FOR FORECLOSURE**

THIS CAUSE having been duly heard by this Court upon the record herein on the merits of the Complaint to Foreclose Commercial Mortgage (the "Complaint") filed by the Plaintiff, URBAN PARTNERSHIP BANK as assignee of the Federal Deposit Insurance Corporation, as Receiver for ShoreBank, as successor in interest to Greater Chicago Bank ("UPB"), and on UPB's Motion for entry of Consent Judgment for Foreclosure (hereinafter referred to as "Judgment"), and Defendants-Mortgagors, George Haldes and Sharon Haldes ("Mortgagors") consenting, the Court **FINDS:**

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(1) **JURISDICTION:** The Court has jurisdiction over the parties hereto and the subject matter hereof.

(2) **ALLEGATIONS PROVEN:** All the material allegations of the Complaint filed pursuant to 735 ILCS 5/15-1504 and 5/15-1402(a)(2), those allegations being both required and those deemed alleged by virtue of subsection (c), are true and proven, that by entry of this Consent Judgment for Foreclosure, the Mortgage and Note which are the subject matter of these proceedings are extinguished and merged into Judgment and default no longer exists, but has been replaced by Judgment, and that by virtue of the Mortgage, and the evidences of indebtedness secured thereby alleged in the Complaint, there is due to UPB, and it has a valid subsisting lien on the property described hereafter for the following amounts:

Note & Mortgage:

Principal:	\$249,337.21
Accrued Interest:	\$110,572.81
Late fees:	\$2,374.25
Escrow c/o:	\$5,406.00
Escrow c/o 2:	\$4,806.00
Escrow c/o:	\$5,086.47
Escrow c/o:	\$3,390.48
Property Tax Redemption:	\$29,425.27
Title Search:	\$60.00
Appraisal Fees:	\$3,807.50
Loan Check:	\$495.00
August 2012 Real Estate Tax Records Search Fees:	\$10.00
Tax Record Search Fees:	\$20.00
Misc. Fees:	\$110.00
Projected Escrow Reserves:	\$14,965.50
Costs of Suit:	\$1,289.75
Attorneys' Fees:	\$9,720.00

TOTAL	\$440,876.24
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All the foregoing amounts have been accounted for in the Affidavit(s) filed by UPB.

(3) **ATTORNEY FEES:** By its terms the Mortgage provides that the attorneys for UPB shall be entitled to an award of reasonable attorneys' fees herein, and, that included in the above indebtedness are attorneys' fees in the sum of \$9,720.00.

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(4) **COURT COSTS:** Under the provisions of the Mortgage, the costs of foreclosure are an additional indebtedness for which UPB should be reimbursed, and that such expenses incurred to date totaling \$1,289.75 are hereby allowed to UPB.

(5) **ADVANCES:** That advances made in order to protect the lien of the Judgment and preserve the real estate, such as, but not limited to: real estate taxes or assessments, property inspections, property maintenance and insurance premiums incurred by UPB and not included in this judgment, shall become an additional indebtedness secured by the Judgment lien and bear interest from the date of the advance at the mortgage rate of interest pursuant to 735 ILCS 5/15-1503 and 15-1603.

(6) **PROPERTY FORECLOSED UPON:** The Mortgage described in the Complaint and hereby foreclosed appears of record in the Office of the Recorder and/or Registrar for Cook County, Illinois, as Document No. 0628542098 and Assignment of Mortgage as Document No. 1409216017 (collectively, the "Mortgage"). The property herein referred to is described as follows:

UNIT NUMBER 5114-1 IN FIRST KENMORE ASSOCIATES  
CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING  
DESCRIBED REAL ESTATE

LOT 11 IN BLOCK 2 IN ARGYLE, BEING A SUBDIVISION OF LOTS 1  
AND 2 IN FUSSEY AND FENNIMORE'S SUBDIVISION OF THE SOUTH  
EAST 1/4 OF FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH,  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF LOTS 1  
AND 2 IN COLEHOUR AND CONARROE'S SUBDIVISION OF LOT 3 AND  
OF SAID FUSSEY AND FENNIMORE'S SUBDIVISION EAST OF THE  
THIRD PRINCIPAL MERIDIAN.

WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM  
OWNERSHIP MADE BY UNITED OF AMERICA BANK, A CORPORATION  
OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED  
SEPTEMBER 1, 1978 AND KNOWN AS TRUST NUMBER 1167 RECORDED  
IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS  
DOCUMENT NUMBER 26418449, TOGETHER WITH ITS UNDIVIDED  
PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK  
COUNTY, ILLINOIS.

PIN: 14-08-401-017-1001

Common address: 5114 N. Kenmore Ave., Unit 1, Chicago, IL 60640

(7) **MORTGAGE NOTE:** The Mortgage herein referred to secure a Promissory Note dated October 3, 2006, in the principal amount of \$230,000.00, as amended by that certain Loan Modification Agreement dated December 8, 2008 and Endorsement and Allonge to Promissory Note dated March 31, 2014 (collectively, the "Note") which has matured pursuant to the terms of said Note and executed by George Haldes and Sharon Haldes.

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(8) **EXHIBITS:** That true and correct copies of the Mortgage dated October 3, 2006, an Assignment of Mortgage dated March 31, 2014, an Assignment of Rents dated October 3, 2006, and an Assignment of Assignment of Rents dated March 31, 2014, the related Promissory Note dated October 3, 2006, in the principal amount of \$230,000.00, as amended by that certain Loan Modification Agreement dated December 8, 2008 and Endorsement and Allonge to Promissory Note dated March 31, 2014 are attached to the Complaint filed herein.

(9) **REDEMPTION AND WAIVER OF DEFICIENCY:** The owner(s) of the equity of redemption is the Mortgagors, Property Owners and any other Party Defendants named in the Complaint with the statutory right of redemption, with the exception of the Registrar of Titles, if named, and any party dismissed by order of Court.

(a) The subject real estate is commercial in nature.

(b) The Court has jurisdiction over the owners of the right of redemption.

(c) That the Mortgagors have waived any and all rights to redeem the mortgaged premises whether by statute or in equity pursuant to 735 ILCS 5/15-1601(c).

(d) That in consideration of entry of this Judgment by Consent, UPB hereby waives any and all rights to a personal judgment for deficiency against the Mortgagors, George Haldes and Sharon Haldes, and against all other persons liable for the indebtedness or other obligations secured by the mortgage described herein. This is pursuant to 735 ILCS 5/15-1402(c).

(e) That no party has filed an objection to entry of this Judgment by Consent, nor paid the amount required to redeem in accordance with 735 ILCS 5/15-1603.

(10) Based upon the pleadings, proofs and admission(s), UPB, has standing, capacity and authority to maintain this cause.

(11) The pleadings and proofs presented in the cause are sufficient to support the entry of this judgment.

**IT IS HEREBY ORDERED AND ADJUDGED THAT:**

(1) **JUDGMENT:** A Consent Judgment for Foreclosure be entered pursuant to 735 ILCS 5/15-1506 and 735 ILCS 5/15-1402.

(2) **VESTING TITLE:** Barring any objection filed by any other party other than the Mortgagors in the above captioned cause title to the real estate described herein shall be vested absolutely in Jeff BV – Commercial, LLC, and this executed, recorded order shall be deemed sufficient evidence to establish title vesting in Jeff BV – Commercial, LLC Defendants, George Haldes and Sharon Haldes, shall deliver to UPB all applicable documentation as may be required by the Office of the Recorder of Deeds of Cook County, Illinois.

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(3) **TERMINATION OF SUBORDINATE INTERESTS:** The Court gained jurisdiction over all parties to the foreclosure as required by law; and no objections to this consent judgment having been filed of record, then the defendants 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 redeem in and to the mortgaged real estate.

(a) This Judgment and all orders entered pursuant to said judgment are valid as stated above. The inadvertent failure to name a subordinate record claimant will not invalidate this judgment. UPB may take title and file a subsequent action to determine the redemptive rights of such a party. Should such a claimant not exercise its redemptive rights within the stated time, they shall be forever barred and foreclosed of any right, title, interest, claim, lien or right to redeem or otherwise enforce its claim against the subject property.

(4) **POSSESSION:** UPB, Jeff BV – Commercial, LLC or its legal representative or assigns be immediately let into possession of said premises, and that any of the parties to this cause who shall be in possession of said premises or any portion thereof, or any person who may have come into such possession under them or any of them since the commencement of this suit shall surrender possession of said premises.

(5) **TORRENS REAL ESTATE:** If the subject property is registered with the Registrar of Titles for Cook County, it is also ordered that the Registrar cancel the Certificate of Title and issue a new Certificate without the surrender of the Owner's Duplicate Certificate of Title or Affidavit of Lost Certificate.

(6) **JURISDICTION:** The Court retains jurisdiction over the parties and subject matter of this cause for the purpose of enforcing this Judgment or vacating said Judgment.

(7) **APPEALABILITY:** This is a final and appealable order and there is no just cause for delaying the enforcement of this judgment or appeal therefrom.

(8) The Sheriff of Cook County is hereby directed to immediately evict George Haldes, Sharon Haldes, City of Chicago, City of Chicago, Department of Water Management, First Kenmore Associates Condominium Association, Burling Dickens Sheffield Real Estate Investors, LLC, Unknown Owners and Non-Record Claimants from the premises commonly known as 5114 N. Kenmore Ave., Unit 1, Chicago, IL 60640 without further delay and without further order of the court.

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(9) This order may be recorded with the appropriate county recorder.

ENTER: \_\_\_\_\_

DATED: ENTERED

DEC 19 2014

Judge Loretta Eadie Daniels #1813

**Prepared by & Return to:**

Amanda E. Losquadro

Terence G. Tiu

**Chuhak & Tecson, P.C. (#70693)**

Attorneys for Plaintiff

30 S. Wacker Dr. Suite 2600

Chicago, IL 60606

(312) 444-9300

**NOTE: Pursuant to the Fair Debt Collection Practices Act you are advised that this law firm is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.**

Property of Cook County Clerk's Office