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Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 05/14/2015 10:32 AM Pg: 1 of 4

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

SEAWAY BANK AND TRUST COMPANY f/k/a
SEAWAY NATIONAL BANK OF CHICAGO,

Plaintiff,

v.

ADELAIDE M. POPE a/k/a ADELAIDE MARIE
CARMOLA, ALEXANDER C. POPE a/k/a
ALEXANDER CLAYTON POPE, UNKNOWN
OWNERS and NON-RECORD CLAIMANTS,

Defendants.

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)
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) No. 15 CH 00100
)
) 117 W. 114th St.
) Chicago, IL 60628
)
) Cal 56
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)
)

JUDGMENT OF FORECLOSURE AND SALE

This cause coming on to be heard on Plaintiff Seaway Bank and Trust Company formerly known as Seaway National Bank of Chicago's Motion for Judgment of Foreclosure and Sale on the Complaint, the Court FINDS:

1. That it has jurisdiction of the parties hereto and the subject matter hereof and that service of process in each instance was properly made.
2. That the date when the last of the owners of the equity of redemption were served with summons or by publication was February 2, 2015. Default Judgment was entered against Defendants Adelaide M. Pope a/k/a Adelaide Marie Carmola, Alexander C. Pope a/k/a Alexander Clayton Pope, Unknown Owners & Non-Record Claimants.
3. That the redemption period in this case shall expire on September 2, 2015, unless shortened by further order of this Court.

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4. That by virtue of the Mortgage and the Note secured thereby, there is due from Defendant Adelaide M. Pope a/k/a Adelaide Marie Carmola to the Plaintiff, under the Verified Complaint, and the Plaintiff has a valid lien for said amount upon the hereinafter described property as follows:

LOT 6, 7, AND 8 IN BLOCK 7 IN VANDER SYDE AND BARTLETT'S ADDITION TO PULLMAN A SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 5 IN THE SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 775.5 FEET THEREOF AND THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD) OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as 117 West 114th Street, Chicago, IL 60628
PINs 25-21-228-007-0000, 25-21-228-008-0000, & 25-21-228-009-0000

The amount due and owing as of April 10, 2015 is:

Principal balance:	\$33,239.48
Interest due:	\$ 723.99
Escrow shortage:	\$ 1,449.46
Late charges:	\$ 69.50
Unapplied funds:	(\$ 46.55)
Attorney fees;	\$ 1,512.00
Costs:	<u>\$ 1,622.00</u>
per diem \$1.96	\$38,569.88

5. The rights and interest of all the other parties, to this cause to the subject property, are inferior and subordinate to the lien of the Plaintiff, and are described as follows:

Adelaide M. Pope a/k/a Adelaide Marie Carmola, Alexander C. Pope a/k/a Alexander Clayton Pope, Unknown Owners & Non-Record Claimants

6. The name of Defendants personally liable for the deficiency, if any: Adelaide M. Pope a/k/a Adelaide Marie Carmola

7. Plaintiff has been compelled to retain legal counsel and to advance money in payment of costs, fees, expenses and disbursements for taxes, assessments and insurance in connection with this foreclosure, which under the terms of the Mortgage are made a lien upon the mortgaged real estate and which Plaintiff is entitled to recover together with interest on all advances at the rate of interest provided in the Mortgage, from the date on which such advances are made.

8. The allegations in Plaintiff's Complaint are true, and the equities in the cause are with Plaintiff, and Plaintiff is entitled to the relief prayed for in the Complaint including foreclosure of said Mortgage upon the subject real estate described therein in the amount of the Total Judgment Indebtedness together with interest thereon at the statutory rate after the entry of this judgment and with additional advances, expenses, and court costs as may be paid out by Plaintiff.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

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1. **REDEMPTION**: The Defendants are ordered to pay to the Plaintiff the Total Judgment Indebtedness found due above before the expiration of the redemption period together with additional attorneys' fees, costs, advances, and expenses incurred thereafter with interest. In default of such payment, upon expiration of the redemption period, the mortgaged real estate may, at Plaintiff's discretion, be sold to satisfy the amount due to the Plaintiff together with the interest, advances, and expenses incurred after Judgment at the statutory judgment rate from the date of the Judgment.

2. **THE SALE**: shall be by public auction with open verbal bid conducted by any Judge of this Court, by the Sheriff of Cook County, or by a Sales Officer as this Court shall designate. Exceptions to which title shall be subject at the sale shall include unpaid general real estate taxes, special assessments upon the real estate, and easements and restrictions of record, as well as any liens of records prior in right and interest to the lien herein foreclosed, as well as any subordinate liens not included in this action and not foreclosed hereby.

3. **PUBLICATION FOR SALE**: The notice of sale shall be published at least 3 consecutive calendar weeks (Sunday through Saturday), once in each week, the first such notice to be published not more than 45 days prior to the sale, the last such notice to be published not less than 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; and

(B) separate advertisements in the section of such a newspaper, which may not be the same newspaper used for section (A), in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public, there being no requirement for the second advertisement to include a legal description; and

(C) such other publications as may be further ordered by the court.

If the sale is to be continued to a later date less than 60 days after the last scheduled sale, notice of any adjourned sale shall be given verbally at the originally scheduled sale time and place.

4. **REPORT OF SALE**: The person conducting the sale shall prepare a Report Of Sale specifying the amount of proceeds of sale realized and the disposition thereof. Said Report shall be delivered to Plaintiff's Attorney for presentation to the Court for its approval. Out of the proceeds of the sale, the person conducting the sale shall retain his fees and costs. Out of the remainder of such proceeds, the person conducting the sale shall pay to the Plaintiff the amount of this Judgment found to be due with interest on said sum, from the date of this Judgment to the date of sale plus advances by Plaintiff for the publication for Sale, taxes, maintenance, late charges, and other necessary items, plus interest thereon from the date of said expenditure to the date of sale. In the event any party to this foreclosure is the successful bidder at the sale, such party may offset against the purchase price to be paid for such real estate the amounts due such

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party under this Judgment of Foreclosure, once said party's lien position has been adjudicated by the Court, plus amounts advanced for costs and expenses with interest thereon. In the event of a 3rd party bidder, the successful bidder shall pay to the person conducting the sale, no less than 10% down in certified funds, and the balance within 24 hours of the date of the sale.

If the remainder of the proceeds shall not be sufficient to pay the above described amounts the person conducting the sale shall then specify the amount of the deficiency against Adelaide M. Pope a/k/a Adelaide Marie Carmola, in his Report of Sale. If such remainder shall be more than sufficient to pay such amounts, the person conducting the sale shall hold the surplus subject to the further Order of this Court.

5. CERTIFICATE OF SALE: After the sale, the person conducting the sale shall give a Certificate of Sale to the purchaser. The Certificate shall be freely assignable by endorsement thereon. Upon confirmation of the sale by Order of this Court, the person who conducted the sale shall execute a Deed to the holder of the Certificate of Sale sufficient to convey title. Such conveyance shall be an entire bar of all claims of parties to the foreclosure and all claims of non record claimants given notice of the foreclosure as provided by statute.

6. POSSESSION: The Mortgagee^{or} shall have possession of said real estate until the sale is confirmed unless an order of Court to the contrary is entered. Upon confirmation of the sale by Order of this Court, the purchaser or his assigns, shall have a right to possession of the premises conveyed, and any of the parties in this cause who are in possession of said premises, and any persons who, since the commencement of this suit, have come into possession shall surrender possession thereof to such purchaser or be subject to eviction, 30 days after the Order confirming the Sale is entered by this Court.

7. JURISDICTION: The Court hereby retains jurisdiction of the subject matter of this cause and of all the parties hereto for the purpose of enforcing this Judgment, and for appointing a Receiver during the redemption period if necessary.

8. JUDGMENT COPIES: Plaintiff shall serve a copy of this Judgment on Defendants by mail within three (3) days of its entry, at the last known address by regular mail.

Dated: _____

Laurie A. Silvestri
Attorney for Plaintiff
Three First National Plaza, Suite 1515
Chicago, IL 60602
(312) 558-4250
#19162

Entered: Judge Patricia M. McKeown
MAY 13 2015
Circuit Court - 2097