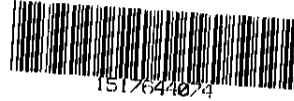


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Doc#: 1517644074 Fee: \$52.00  
RHSP Fee: \$9.00 RPRI Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/25/2015 03:37 PM Pg: 1 of 8

Above Space for Recorder's Use Only

1787-6

IN THE CIRCUIT COURT OF COOK COUNTY  
COUNTY DEPARTMENT – CHANCERY DIVISION

WPI WABASH LLC, AN ILLINOIS LIMITED  
LIABILITY COMPANY AS ASSIGNEE OF  
COLFIN BULLS FUNDING A, LLC, A  
DELAWARE LIMITED LIABILITY  
COMPANY,

Plaintiff,

-vs-

2550 WABASH LIMITED PARTNERSHIP, an  
Illinois limited partnership, 2550 WABASH GP,  
LLC, an Illinois limited liability company,  
MATTHEW LODGE, CITY OF CHICAGO, CRF  
PROJECTS LLC SERIES 2003-7, a Delaware  
limited liability company, UNKNOWN OWNERS  
AND NON-RECORD CLAIMANTS,

Defendants.

NON-RESIDENTIAL MORTGAGE  
FORECLOSURE

Case No. 12 CH 36600  
Calendar 64

Property Address:  
2550 S. Wabash Ave.  
Chicago, IL 60616

CONSENT JUDGMENT OF FORECLOSURE

This day comes the Plaintiff, WPI WABASH LLC, an Illinois limited liability company as Assignee of Colfin Bulls Funding a, Delaware limited liability company by and through its attorneys, Noonan & Lieberman, Ltd., and it appearing to the Court that the Plaintiff, WPI WABASH LLC, an Illinois limited liability company as Assignee of Colfin Bulls Funding a,

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Delaware limited liability company heretofore commenced this action by filing its Complaint for Foreclosure of Mortgage and For Other Relief against the defendants, 2550 WABASH LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, 2550 WABASH GP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, MATTHEW LODGE, CITY OF CHICAGO, CRF PROJECTS LLC SERIES 2003-7 A DELAWARE LIMITED LIABILITY COMPANY, UNKNOWN OWNERS AND NON-RECORD CLAIMANTS.

That the affidavits required to make such unknown parties and non-record claimants defendants to this action were duly filed; and UNKNOWN OWNERS and NON-RECORD CLAIMANTS have been duly and regularly made parties defendant to this action in the manner provided by law;

And it is further appearing to the Court that the parties made defendants to this action by the name and description of UNKNOWN OWNERS as set forth above include those persons who are interested in this action and who have or claim to have some right, title, interest or lien in, to or upon the real estate or some part thereof, hereinafter in the Judgment described; it appearing from the above mentioned affidavit as to unknown parties that the name of each such other persons is unknown and on diligent inquiry cannot be ascertained.

And it further appearing to the Court that the parties made defendants to this action by the name and description of NON-RECORD CLAIMANTS as set forth above include those persons who are interested in this action and who have or claim to have some right, title, interest, claim or lien in, to or upon the real estate or some part thereof, hereinafter in the Judgment described, as may arise pursuant to the Code of Civil Procedure of Illinois, Section 5/15-1210, *et seq.*; it appearing from the above-mentioned affidavit as to NON-RECORD CLAIMANTS that the name of each of such persons is unknown and on diligent inquiry cannot be ascertained.

The Court having examined the files and records in this cause and being fully advised in

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the premises FINDS THAT:

1. The following defendants were each duly and personally served with summons in this cause in the manner provided by law: MATTHEW LODGE. The following defendants were each duly and corporately served with summons in this cause in the manner provided by law: 2550 WABASH LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, ("mortgagor"), 2550 WABASH GP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, CITY OF CHICAGO, CRF PROJECTS LLC SERIES 2003-7 A DELAWARE LIMITED LIABILITY COMPANY. The following defendants were each served by publication in this cause in the manner provided by law: UNKNOWN OWNERS and NON-RECORD CLAIMANTS. The date that the Mortgagor was served by summons or publication or has otherwise submitted to the jurisdiction of this Court was October 10, 2012.

2. The requisite affidavit for service by publication having been properly filed herein, the defendants designated as UNKNOWN OWNERS and NON-RECORD CLAIMANTS were each duly and regularly served by publication in the manner provided by law.

3. Each of the named defendants has duly and regularly been served a sufficient time to authorize this Court to proceed with the hearing and the entry of this Judgment. It further appears to the Court that all notices required to be given have duly and properly been given and due notice of the presentation of this Judgment has been given to all parties entitled thereto and to each of the defendants, as required by law, and this Court has acquired and now has jurisdiction of all the parties to this cause and the subject matter hereof.

4. And this cause coming on now by agreement of the parties, and the Court further finds:

5. That on January 29, 2007, 2550 WABASH LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, being indebted in the sum of \$5,900,000.00, made,

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executed and delivered their mortgage and note to MB FINANCIAL BANK, N.A. subsequently assigned to COLFIN BULLS FUNDING A, LLC, A DELAWARE LIMITED LIABILITY COMPANY with interest at the rate of 3.75% per annum, said mortgage and note being secured by a lien on the fee simple interest on the following described real estate in Cook County:

THE SOUTH 100 FEET OF THE EAST 180 FEET OF BLOCK 73 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS

LOTS 6, 7, 8 AND 9 IN ASSESSOR'S DIVISION OF BLOCK 73 OF THE CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2550 South Wabash Chicago, IL 60616

PERMANENT INDEX NO.: 17-27-122-021-0000

(a) Said mortgage was duly filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, February 13, 2007 as Document No. 070445022.

(b) Said mortgage and note are valid obligations of the defendant, 2550 WABASH LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP and the plaintiff, WPI WABASH LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS ASSIGNEE OF COLFIN BULLS FUNDING A, LLC, A DELAWARE LIMITED LIABILITY COMPANY is now the legal holder and owner of the mortgage, note and indebtedness and entitled to foreclose the same pursuant to the provisions thereof.

6. That default has occurred in the payment of the principal and interest due pursuant to the terms of said mortgage and note, plaintiff has the right and power to declare immediately due and payable all indebtedness secured by the mortgage and that there remains an unpaid principal balance of \$1,695,082.60, with interest and advances due thereon from July 17,

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2014, the date of default. Interest accrues under the mortgage and note at the rate of \$235.42 per day after default.

7. The Court further finds that by virtue of the mortgage and note, there is due to the plaintiff, WPI WABASH LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS ASSIGNEE OF COLFIN BULLS FUNDING A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, the following sums:

(A) \$1,680,082.60 Principal balance of said Note.

(B) \$242,263.40 Regular Interest at 3.75% from date of default to 7/17/14

(C) \$324,250.05 Default Interest at 5.00% from date of default to 7/17/14

(D) \$47,497.33, in unpaid interest under said Note from July 18, 2014 through April 13, 2015 at the note rate of interest which is 3.750% per year, equaling \$176.57 per diem. Interest in the amount of \$63,327.28 is also due from July 18, 2014, through April 13, 2015 at 5.000% equaling \$235.42 per diem.

(E) \$11,763.00, Late Fees

(F) \$73,412.18, Lender Fees

**SUBTOTAL \$2,448,702.54**

Per Diem Interest from  
April 14, 2015 through Judgment date  
June 23, 2015 (71 days) in the amount of 29,251.29.

3.750% / \$176.57 per diem: \$12,536.47:

5.000% / \$235.42 per diem: \$16,714.82

Costs: \$74.00

Attorneys Fees: \$ 6,786.67

**SUBTOTAL \$ 36,111.96**

**TOTAL DUE TO PLAINTIFF: \$2,484,814.50**

8. That the mortgage being foreclosed specifically provides that the aforesaid attorney's fees, costs, expenses and advances, incurred in connection with this foreclosure, shall

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be recovered by plaintiff-mortgagee.

(a) That default has occurred in the payment of the principal and interest due pursuant to the terms of said mortgage and note, Plaintiff has the right and power to declare immediately due and payable all indebtedness secured by the mortgage and that there remains an unpaid principal balance of \$1,680,082.60, with interest and advances due thereon from July 17, 2014, the date of default.

(b) The Court further finds that in connection with this judgment Plaintiff has offered to waive any and all rights to a judgment for the remaining deficiency against Defendant, Mortgagor, 2550 WABASH LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, 2550 WABASH GP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND MATTHEW LODGE. Defendants, pursuant to stipulation expressly agreed to the entry of this Consent Judgment of Foreclosure.

9. All matters in controversy by the parties hereto as reflected by the pleadings on file are adjudged and determined by this Judgment, and the Court having heard the representations of counsel and being fully advised in the premises, it is hereby ORDERED and ADJUDGED by agreement of the parties as follows:

(a) **That upon entry of this Consent Judgment of Foreclosure, in accordance with 735 ILCS 5/15-1402, absolute title to the real estate described herein shall immediately vest in the Plaintiff herein, or Plaintiff's assignee, free and clear of all claims, liens and interest of the Defendants herein, including all rights of reinstatement and redemption. That the Defendants herein 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 reinstate or redeem in and to the mortgaged real estate.**

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(b) That upon entry of this Consent Judgment of Foreclosure, the mortgage indebtedness described herein is satisfied in full and that Plaintiff, its successors and/or assigns are barred from obtaining a deficiency judgment on the balance against 2550 WABASH LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, 2550 WABASH GP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND MATTHEW LODGE.

(c) That upon entry of this Consent Judgment of Foreclosure, Plaintiff or its assignee shall be entitled to immediate possession of the premises described herein and that any of the other parties to this cause and any persons claiming possession through them, shall surrender possession of said premises.

(d) That this court shall retain jurisdiction to enforce this Consent Judgment of Foreclosure.

DATED: \_\_\_\_\_

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

*[Handwritten Signature]*  
JUDGE

Noonan & Lieberman, Ltd.  
105 West Adams, Suite 1800  
Chicago, IL 60603  
(312) 431-1455  
Atty. No. 38245

**ENTERED**  
JUDGE ROBERT E. SENECHALLE -1915  
JUN 23 2015  
DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL  
DEPUTY CLERK

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I hereby certify that the document to which this certification is affixed is a true copy.

Date **DOROTHY BROWN JUN 25 2015**

Dorothy Brown  
Clerk of the Circuit Court  
of Cook County, IL

