

# UNOFFICIAL COPY



IN THE CIRCUIT COURT  
OF COOK COUNTY, ILLINOIS

Doc#: 1526033006 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/17/2015 08:29 AM Pg: 1 of 5

This instrument was prepared by  
and return to:

David T. Arena, DiMonte & Lizak, LLC  
216 W. Higgins Rd., Park Ridge, IL 60068  
Tel.: 847-698-9600

Address of Grantee/Mail Tax Bills to:

Frank Giganti, ABC Bank  
5645 W. Lake Street  
Chicago, IL 60644  
Tel. 773-854-2900

ABC BANK f/k/a AUSTIN BANK  
OF CHICAGO,

Plaintiff,

v.

Case No. 2015-CH-04787

Common address

1426 E. 66th Place, Chicago, IL 60637  
547-651 W. 69th St. Chicago, IL 60621

City of Chicago  
Dept. of Finance  
690025



Real Estate  
Transfer  
Stamp  
\$0.00

6/23/2015 9:49

dr00764

City of Chicago  
Dept. of Finance  
689205



Batch 10,080,189  
Real Estate  
Transfer  
Stamp  
\$0.00

6/10/2015 9:54

dr00764

Batch 9,994,629

DANIEL LELA; MARIA LELA;  
CHICAGO TITLE LAND TRUST COMPANY  
AS TRUSTEE U/T/A DTD 04/12/02 AND  
KNOWN AS TRUST #7619, AS SUCCESSOR  
TRUSTEE TO NORTH STAR TRUST  
COMPANY, FORMERLY KNOWN AS  
PARK NATIONAL BANK, AS SUCCESSOR  
TRUSTEE TO COSMOPOLITAN BANK  
AND TRUST, AS SUCCESSOR TRUSTEE  
TO AUSTIN BANK OF CHICAGO;  
CITY OF CHICAGO; LEX FINANCIAL, LLC;  
DISCOVER BANK; CITIBANK N.A.;  
CAPITAL ONE BANK (USA) N.A.;  
MIDLAND FUNDING LLC; UNKNOWN  
OWNERS AND NON-RECORD CLAIMANTS,  
Defendants.

150152909 1063  
5091 do 628 N109

## JUDGMENT OF CONSENT FORECLOSURE

This cause coming to be heard on the motion of Plaintiff-mortgagee, ABC Bank f/k/a Austin Bank of Chicago, pursuant to Section 15-1402 of the Illinois Mortgage Foreclosure Law, for judgment of consent foreclosure, due notice of the request for entry of this judgment having been given to all parties who are not in default, and Defendant-mortgagors, Daniel Lela and Maria Lela,

SV  
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S  
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INT

CCRD REVIEWER

BOX 333-CD

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having executed a Stipulation for Consent Foreclosure, and the Court being fully advised in the premises, FINDS:

1. Plaintiff-mortgagee has offered, in connection with obtaining this judgment of foreclosure, to waive any and all rights to a personal judgment for deficiency against Defendant-mortgagors, and against all other persons liable for the indebtedness or other obligations secured by the mortgage referred to in the Complaint to Foreclose Mortgage filed herein.

2. Defendant-mortgagors have accepted the offer of Plaintiff-mortgagee, and Plaintiff-mortgagee and Defendant-mortgagors have jointly filed the stipulation with this Court. The stipulation provides that the mortgagee waives its right to a deficiency judgment against the mortgagors in this action. The stipulation also provides that upon entry of this Judgment of Consent Foreclosure, title to the mortgaged real estate shall be vested in Plaintiff-mortgagee or its assignees, free of all claims, liens, and interests of Defendant-mortgagor, including all rights of reinstatement and redemption, and of all rights of all other Defendants whose interests are subordinate to that of Plaintiff-mortgagee and all unknown owners and non-record claimants.

3. All mortgagors who have an interest in the mortgaged real estate have expressly consented to the entry of this Judgment of Consent Foreclosure.

4. Notice was properly given to all parties who have not previously been found in default for failure to appear, answer or otherwise plead.

IT IS THEREFORE ORDERED:

A. The Judgment of Consent Foreclosure is entered in favor of Plaintiff-mortgagee, ABC Bank f/k/a Austin Bank of Chicago, satisfying the mortgage indebtedness set forth in Plaintiff's Complaint, and absolute title to the mortgaged real estate legally described as follows:

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THE EAST 30 FEET OF LOT 21 IN BLOCK 3 IN WHITE AND COLEMAN'S SUBDIVISION OF LOTS 16 TO 25, INCLUSIVE IN BLOCK 1; LOTS 1 TO 13, INCLUSIVE IN BLOCK 2, AND LOTS 13 TO 25, INCLUSIVE IN BLOCK 3 OF JUNIUS MULVEY'S SUBDIVISION OF THE SOUTH 703.4 FEET OF THAT PART LYING EAST OF THE ILLINOIS CENTRAL RAILROAD OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE, 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

commonly known as 1426 E. 66th Place, Chicago, IL 60637

P.I.N.: 20-23-225-012-0000; and

THE EAST 83 FEET OF LOTS 47 AND 48 IN BLOCK 2 IN BECK'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

commonly known as 647-651 W. 69th St, Chicago, IL 60621

P.I.N.: 20-21-315-003-0000

are vested in ABC Bank f/k/a Austin Bank of Chicago, free and clear of all claims, liens (except liens of the United States of America which cannot be foreclosed without judicial sale) and interest of Defendant-mortgagors including all rights of reinstatement and redemption, and of all rights of all other persons made parties in this cause whose interests are subordinate to that of Plaintiff-mortgagee, including the interest of all unknown owners and non-record claimants given notice.

B. Plaintiff-mortgagee has waived its right to a personal judgment for deficiency, and Plaintiff-mortgagee is barred from obtaining such a deficiency judgment against Defendant-mortgagors, Daniel Lela and Maria Lela, or any other person liable for the indebtedness or other obligations secured by the mortgage foreclosed in Plaintiff's Complaint to Foreclose Mortgage.

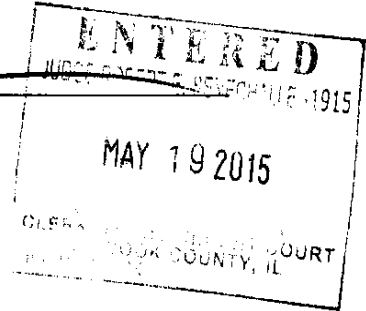
C. All existing leases made by Defendant-mortgagors, are hereby transferred and assigned to Plaintiff-mortgagee.

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D. Plaintiff-mortgagee is discharged as mortgagee in possession and all action and conduct of Plaintiff-mortgagee in possession is hereby approved.

Date: \_\_\_\_\_

ENTER:  Judge



Exempt under 05 ILCS 200/31-45(l).

Date: May 20, 2015

By:   
David T. Arena, Attorney for Plaintiff

David T. Arena  
Jordan A. Finfer  
DiMonte & Lizak, LLC  
216 W. Higgins Rd.  
Park Ridge, IL 60068  
Tel.: 847-698-9600  
Fax: 847-698-9623  
Atty. No. 02741

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## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirm that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois Corporation, or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: 6/17/15

Signature [Signature]  
Grantor or Agent

Subscribed and sworn to before me  
this 17<sup>th</sup> day of June, 2015.

Notary Public [Signature]



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois Corporation, or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: 6/17/15

Signature [Signature]  
Grantee or Agent

Subscribed and sworn to before me  
this 17<sup>th</sup> day of June, 2015.

Notary Public [Signature]



Note: Any person who knowingly submits a false statement concerning the identify of a grantee shall be guilty of Class C Misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses. (Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4, of the Illinois Real Estate Transfer Tax Act)