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Doc#: 1529457184 Fee: \$82.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 10/21/2015 09:45 AM Pg: 1 of 5

IN THE CIRCUIT COURT OF CLERK  
COUNTY DEPARTMENT –

ANCERY DIVISION

BANK OF AMERICA, NATIONAL ASSOCIATION,

Plaintiff,

vs.

JOAN PAPAGEORGE; JOHN PAPAGEORGE; SOFIA  
PAPAGEORGE A/K/A SOPHIA PAPAGEORGE; SOPHIA  
PAPAGEORGE, UNKNOWN OWNERS AND NON  
RECORD CLAIMANTS,

Defendants.

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)  
) Case No. 2010-CH-27674  
) Calendar: 64  
)  
) Property Address:  
) 2737 Euclid Avenue  
) Berwyn, IL 60402  
)  
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)

## CONSENT JUDGMENT OF FORECLOSURE

THIS MATTER COMES for hearing on the merits of the Plaintiff's Complaint to Foreclose Mortgage filed herein by the Plaintiff, Bank of America, National Association, and Motion for Entry of Consent Foreclosure Judgment. This Court, having considered the evidence and arguments of counsel and being fully advised in the premises, **FINDS and ORDERS** as follows:

The following Defendants have been properly served with a summons and a copy of the Complaint on the dates set forth: Joan Papageorge was served with Summons on July 11, 2010 and is represented by counsel, John Papageorge was served with Summons on July 20, 2010 as is represented by counsel, Sofia Papageorge was served with Summons on July 11, 2010, and has not filed an answer; and Sophia Papageorge, was served with Summons on July 22, 2010, and has not filed an answer. The Court specifically finds that service of process on the Defendants was properly made in accordance with the Illinois Code of Civil Procedure, and further, that Joan, John, Sofia and Sophia Papageorge (hereinafter the "Defendants") have subjected themselves to the jurisdiction of this Court, and that the Court has subject matter jurisdiction over this cause.

The Plaintiff has filed a Motion for Entry of Consent Judgment of Foreclosure and said Motion has been allowed. This cause now comes to be heard on the Plaintiff's Complaint, and the Court being fully advised in the premises, finds that the allegations contained in the Complaint are true and that the Court has jurisdiction of the subject matter hereof and the parties hereto, and that the equities of this cause are with the Plaintiff and the Court further finds as follows:

1. That on the 10<sup>th</sup> day of January 2009, Joan Papageorge borrowed from Universal Financial Group, Inc., the sum of Two Hundred Eighty Thousand Four Hundred Forty-Four

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dollars (\$280,444.00) and on said date did execute and deliver to Universal Financial Group, Inc., a certain Note wherein Joan Papageorge promised to pay to the order of Universal Financial Group, Inc., the sum of Two Hundred Eighty Thousand Four Hundred Forty-Four dollars (\$280,444.00).

2. To secure the payment of said Note, the Defendants did on the 10th day of January, 2009, make, execute, deliver and acknowledge to Universal Financial Group, Inc., a certain mortgage, wherein the Mortgagors mortgaged to said Universal Financial Group, Inc., the following described real estate, to-wit:

Legal Description:

LOT 26 IN BLOCK 7 IN WALTER B. MCINTOSH'S OAK PARK AVENUE ADDITION, BEING A SUBDIVISION OF THE NORTH 3/4 (EXCEPT THE SOUTH 20 ACRES) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2737 Euclid Avenue, Berwyn, IL 60402.

Permanent Index Number: 16-30-497-015-000

subject to a condition of defeasance for the full and complete performance by them of the obligations and conditions created by said Note and Mortgage; that in and by said Mortgage the Defendants released and waived all rights and benefits under the Homestead Exemption Laws of the State of Illinois. Said Mortgage was, on January 30, 2009, duly filed for record in the Recorder's Office of Cook County, Illinois, as Document No. 0903040021.

3. That the record title to said premises is now vested in the Defendants. Pursuant to this Consent Judgment and the Stipulation executed by the Defendants, the Defendants waive any equity or right of redemption, or reinstatement as well as any and all other right, title, and interest they may have in or to the subject property.

4. That the Defendants in and by the Mortgage, assigned all of the rents, issues and profits, together with the tenements, hereditaments and appurtenances to Universal Financial Group, Inc., as further and additional security for said Note, and also conveyed, assigned and transferred all tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof, and all apparatus and fixtures of any kind for the supplying and distributing of heat, light, water, air conditioning power therein or thereto; and all other fixtures in or which may be placed in any building which was standing on said premises on the date of the Mortgage or which was built on said premises subsequent to the date of the Mortgage.

5. That it is provided among other things in said Mortgage that in the event of default in making of any monthly payments provided therein and in the Note, secured thereby, or in case of a breach of any other covenant or agreement therein contained, then the whole of said principal sums remaining unpaid, together with interest accrued thereon, shall at the election of the

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mortgagee without notice, become immediately due and payable, and mortgagee shall have the right to immediately foreclose said Mortgage.

6. It is also provided in and by said Mortgage, among other things, that the Defendants covenant and agree to pay the following expenses, which expenses may be included in the Foreclosure Judgment or taxed as costs of this proceeding:

- a. All the costs of such suit or suits, sale and conveyance, including reasonable attorneys, solicitors and stenographers fees, outlays for documentary evidence and cost of said abstract and examination of title;
- b. All the moneys advanced by the mortgagee, if any, for any purpose authorized in the Mortgage;
- c. All the accrued interest remaining unpaid on the indebtedness hereby secured; and
- d. All the said principal money remaining unpaid.

7. Plaintiff is now the legal and equitable holder and owner of said Note and Mortgage.

8. That the said covenants and agreements contained in the Note and Mortgage, described above have not been kept or performed but on the contrary default has been made in making the payments provided for in the Mortgage and Note for more than thirty (30) days past the due date, and said default continues to the date hereof. Specifically, the Defendants defaulted under the terms of the Mortgage and Note at issue in the Plaintiff's Complaint by their failure to pay the monthly mortgage payment due November 1, 2009, and those monthly payments due and accruing thereafter under the terms of the Mortgage and Note at issue in the Plaintiff's Complaint. In order to resolve the default, a Stipulation has been filed whereby the Defendants have agreed to a consent foreclosure pursuant to 735 ILCS 5/15-1402(a).

9. Any and all rights, title, and interests of the Defendants in and to the subject property are hereby terminated, and in addition to the relief set forth below, the Plaintiff is entitled to an immediate Order of Possession against the Defendants.

10. That the Mortgage heretofore described in Paragraph 2 is a good, valid and subsisting first lien on the real estate therein and hereinbefore described.

11. That the Plaintiff and the Defendants have executed a Stipulation, which stipulates that title to the subject property shall immediately vest in Bank of America, N.A. upon entry of this Consent Judgment.

12. That a Notice of Hearing regarding Plaintiff's Motion for Entry of Consent Foreclosure Judgment was sent to all parties to this cause, and no objection or other response to the Plaintiff's motion has been filed. Therefore, all lien, mortgage, or other claimants, or other parties named due to a possible interest in the property at issues, are defaulted and are found and

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declared to have no interest in the real estate foreclosed, and said real estate shall vest in Bank of America, N.A., free and clear of all liens and encumbrances.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that a Consent Judgment of Foreclosure is granted in favor of Plaintiff and against the Defendants.

This Court hereby FINDS and ORDERS that by virtue of the entry of this Judgment, title to the property at issue in this cause shall immediately vest in Bank of America, N.A., free of encumbrances or other interests. The Defendants, shall, before or at the time this Judgment is entered, present a signed quit claim deed to counsel for the Plaintiff which may be recorded to further evidence this transfer of title.

Pursuant to 735 ILCS 5/15-1402, the indebtedness secured by the mortgage that is the subject of this cause is satisfied in total, and the Plaintiff waives its rights to a personal judgment for deficiency. Bank of America, N.A. is entitled to possession of the property located at 2737 Euclid Avenue, Berwyn, IL 60402 as of the date this judgment is entered.

On or after July 16, 2015, the Sheriff of Cook County, Illinois is authorized and directed to obtain possession of the premises legally described as follows:

**Legal Description:**

LOT 26 IN BLOCK 7 IN WALTER B. MCINTOSH'S OAK PARK AVENUE ADDITION, BEING A SUBDIVISION OF THE NORTH 3/4 (EXCEPT THE SOUTH 20 ACRES) OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2737 Euclid Avenue, Berwyn, IL 60402

Permanent Index Number: 16-30-407-015-000

from the Defendants and turn over possession of the premises to Bank of America, N.A. or to any designee of the Plaintiff.

There will be no merger of the Mortgage and the Judgment and the Mortgage and the Deed until thirty (30) days after this Judgment is entered. If within that 30-day period, the Plaintiff discovers that the United States, including but not limited to the Internal Revenue Service, has recorded a lien, claim or other notice, prior to the entry of Plaintiff's Judgment and the recording of the Judgment and the Quit Claim Deed from the Defendants to the Plaintiff, that in any way affects the property that is the subject of this foreclosure action, the Court, upon notice from the Plaintiff, shall vacate this Judgment and shall additionally enter an order rescinding the Deed given by the Defendants to the Plaintiff. There shall be no merger of the Mortgage and the Judgment and the Mortgage and the Quit Claim Deed if the judgment is vacated and the Quit Claim Deed is rescinded.

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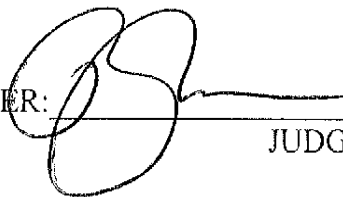
(15)

This is a final order of this court as it disposes of all issues between the parties and ~~is~~ <sup>is</sup> appealable <sup>as a matter of right under Supreme Court Rule 301.</sup>  
~~there is no just reason to delay enforcement or appeal.~~

This Order shall be recorded as it transfers title of the subject property to Bank of America, N.A.

A copy of this Judgment is to be served upon all parties within seven (7) days from the date of entry hereof.

DATE \_\_\_\_\_

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

HEAVNER, BEYERS & MHLAR, LLC (#40387)  
P.O. Box 740  
Decatur, IL 62525  
Phone: (217) 422-1719  
Fax: (217) 422-1754

ENTERED  
JUDGE ROBERT E. SENECALLE - 1915  
JUL 16 2015  
CLERK OF THE CLERK OF COURT  
OF COOK COUNTY, IL  
DEPUTY CLERK

Property of Cook County Clerk's Office