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PREPARED BY:

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/03/2016 03:36 PM Pg: 1 of 15

MAIL TO:


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55 W. Monroe Street, Suite 1100
Chicago, IL 60603

ASSIGNMENT OF JUDGMENT OF FORECLOSURE AND SALE

ROYAL SAVINGS BANK successor by merger with **PNA Bank f/k/a Alliance FSB**, (hereinafter called the "Assignor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns to **WATERFALL VICTORIA GRANTOR TRUST II, SERIES G** (hereinafter called the "Assignee"), all of Assignor's right, title and interest in and to that certain lawsuit captioned **PNA Bank f/k/a Alliance FSB v. Angel Martinez, et al.**, 14 CH 14020, pending in the Circuit Court of Cook County, Illinois – Chancery Division (the "Lawsuit"), including but not limited to: (1) the Judgment of Foreclosure and Sale entered on July 29, 2015 in favor of **PNA Bank f/k/a Alliance FSB**, a copy of which is attached hereto and incorporated herein as Exhibit "A".

1st IN WITNESS WHEREOF, the Assignor has duly executed this Assignment the day of February, 2016

ROYAL SAVINGS BANK
successor by merger with **PNA**
Bank f/k/a Alliance FSB

By: 
Print Name: Richard Nichols
Title: VICE PRESIDENT

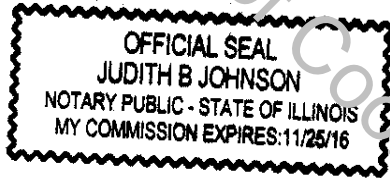
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State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Richard Nichols, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of Royal Savings Bank s/b/m/w PNA Bank f/k/a Alliance FSB, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Dated: 2-1, 2016

Judith B Johnson
Notary Public



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EXHIBIT "A"
JUDGMENT OF FORECLOSURE AND SALE

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

PNA Bank f/k/a Alliance FSB,

Plaintiff,

v.

Angel Martinez, Irma Martinez, Roberto
Carrera, Discover Bank, Town of Cicero,
State of Illinois Dept. of Revenue, Midland
Funding LLC, City of Chicago, Capital One
Bank, Citibank (South Dakota) N.A.,
Unknown owners, and Non-record claimants,

Defendants.

Case No. 14-CH-14020

Cal. 59

Property Address:

3050 W. Sarah St.

Franklin Park IL 60131

JUDGMENT OF FORECLOSURE (735 ILCS 5/15-1506)

THIS CAUSE COMING BEFORE THE COURT for hearing on the merits of the Complaint for Foreclosure filed herein by Plaintiff and upon Plaintiff's Motion for Judgment, this Court, having considered the evidence and arguments of counsel and being advised in the premises; makes these FINDINGS:

I. JURISDICTION.

(1) a. The following Defendants have been properly served with Summons and a copy of the Complaint on the dates shown in the Return of Summons and having failed to answer said Complaint or otherwise enter any appearance herein, although more than thirty (30) days have passed since such service, are ordered defaulted: Angel Martinez, Irma Martinez, Roberto Carrera, Discover Bank, Town of Cicero, State of Illinois Dept. of Revenue, Midland Funding LLC, City of Chicago, Capital One Bank, Citibank (South Dakota) N.A.

b. The following Defendants and Unknown Owners and Non-Record Claimants, were duly served by publication of a notice in the Chicago Daily Law Bulletin, a secular daily newspaper of general circulation in Cook County, Illinois, on 9/5/2014 and continuing through 9/19/2014 pursuant to 735 ILCS 5/15-1506 and 735 ILCS 5/2-206, and said

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Defendants have failed to answer the Complaint or otherwise enter any appearance herein, although more than thirty (30) days have passed since the first said publication, and the default date published as aforesaid has passed, and said Defendants, Unknown Owners and Non-Record Claimants are ordered defaulted: **Unknown Owners and Non-record Claimants.**

(2) The Court specifically finds service of process in each instance was properly made in accordance with the Code of Civil Procedure.

(3) This Court has jurisdiction over all the parties hereto and subject matter presented herein.

II. EVIDENTIARY FINDINGS. [735 ILCS 5/15-1.04(a)(1) through (3)]

(1) Plaintiff filed a Complaint herein to foreclose the Mortgage hereinafter described and joined the following persons as Defendants: **Angel Martinez, Irma Martinez, Roberto Carrera, Discover Bank, Town of Cicero, State of Illinois Dept. of Revenue, Midland Funding LLC, City of Chicago, Capital One Bank, Citibank (South Dakota) N.A., Unknown owners, and Non-record claimants.**

(2) Attached to the Complaint as Exhibit "A" is a copy of said mortgage and as Exhibit "B" is a copy of the note secured thereby.. Exhibits "A" and "B" are admitted into evidence and any originals presented may be withdrawn.

(3) Information concerning Mortgage:

- (a) Nature of instrument: **Mortgage**
- (b) Date of Mortgage: **January 21, 2005**
- (c) Name of Mortgagor: **ANGEL MARTINEZ, MARRIED TO IRMA MARTINEZ AND ROBERTO CARRERA, UNMARRIED**
- (d) Name of Mortgagee: **PNA Bank f/k/a Alliance FSB**
- (e) Date and place of recording: **Recorded on February 3, 2005, in the Office of the Recorder of Deeds of Cook County, Illinois**
- (f) Identification of recording: **Document No. 0503435278**
- (g) Interest subject to the mortgage: **Fee Simple**
- (h) Amount of original indebtedness including subsequent advances made under the Mortgage: **\$188,000.00**

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- (i) Description:
1. The legal description of the mortgaged premises:
LOT 1 AND THE NORTH 17 FEET OF LOT 2 IN BLOCK 5 IN THE FOURTH ADDITION TO FRANKLIN PARK BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CENTER LINE OF GRAND AVENUE ALL IN COOK COUNTY, ILLINOIS.
 2. The common address or location of mortgaged premises is:
3050 W. Sarah St., Franklin Park IL 60131
 3. Permanent Real Estate Index Number:
12-28-112-062-0000
- (j) Defaults consist of payments which have become due under the secured note which are in default and in arrears in the total amount of **\$174,488.81** and attorneys fees and court costs.
- (k) The total amount now due is:

Principal	\$157,453.02
Interest	\$7,547.31
Escrow	\$9,017.71
Late Charge	\$168.52
Property Insp	\$302.25
Subtotal	\$174,488.81

Clerk of Court	\$690.00
Service	\$240.00
Recorder	\$52.00
Publication	\$400.00
Title	\$500.00
Subtotal:	\$1882.00

Attorney Fee:	\$3000.00
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TOTAL	\$179,370.81
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- (l) The names of the present owners of said real estate are: **ANGEL MARTINEZ AND ROBERTO CARRERA, AS JOINT TENANTS**
- (m) The names of other persons who are joined as Defendants and whose interest in or lien on the subject matter real estate is sought to be terminated are: **Angel Martinez, Irma Martinez, Roberto Carrera, Discover Bank, Town of Cicero, State of Illinois Dept. of Revenue, Midland Funding LLC, City of Chicago, Capital One Bank, Citibank (South Dakota) N.A., UNKNOWN OWNERS and NON-RECORD CLAIMANTS.**
- (n) The names of Defendants personally liable for the deficiency, if any, are: **ANGEL MARTINEZ AND ROBERTO CARRERA, jointly and severally.**
- (o) The capacity in which Plaintiff brings this foreclosure is as the owner and legal holder of said note and Mortgage.

III. DEEMED ALLEGATIONS PROVED, [735 ILCS 5/15-1504(c)(1) through (11)]

(1) On the date indicated in the Complaint, the obligor of the indebtedness or other obligations secured by the Mortgage was justly indebted in the amount of the indicated original indebtedness to the original mortgagee or payee of the mortgage note.

(2) The exhibits attached to the Complaint are true and correct copies of the Mortgage and note.

(3) The Mortgagor(s) was(were), at the date indicated in the Complaint, owner(s) of the interest in the real estate described in the Complaint and as of that date made, executed, and delivered the mortgage as security for the note or other obligations.

(4) Defaults occurred as indicated in the Complaint and presented by evidence or affidavits to the Court.

(5) The persons named as present owners are the owners of the indicated interests in and to the real estate described.

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(6) The Mortgage constitutes a valid, prior and paramount lien upon the indicated interest in the subject matter real estate, which lien is prior and superior to the right, title, interest, claim or lien of all parties and non-record claimants whose interest in the subject matter real estate are terminated by this foreclosure.

(7) By reason of the defaults alleged and proved, if the indebtedness had not matured by its terms, the same became due by the exercise, by the Plaintiff or other persons having such power of a right or power to declare immediately due and payable the whole of all indebtedness secured by the Mortgage.

(8) Any and all notices of default or election to declare the indebtedness due and payable or other notices required to be given have been duly and properly given.

(9) Any and all periods of grace or other period or time allowed for the performance of the covenants or conditions claimed to be breached or for the curing of any breaches have expired.

(10) The amount indicated to be due is broken down in the statement in the Complaint or in the evidence of affidavits presented to the Court in various items; the same are correctly stated and if such breakdown indicates any advances made or to be made by the Plaintiff or owner of the Mortgage such advances were, in fact, made or will be required to be made; and under and by virtue of the Mortgage the same constitute additional indebtedness secured by the Mortgage.

IV. FEES AND COSTS.

[735 ILCS 5/15-1504(d)(1) through (6)]

(1) Plaintiff has been compelled to employ and retain attorneys to prepare and file the Complaint and to represent and advise the Plaintiff in the foreclosure of the Mortgage and the Plaintiff has and will thereby become liable for the usual, reasonable and customary fees of the attorneys in that behalf.

(2) The Plaintiff has been compelled to advance or will be compelled to advance various sums of money in payment of costs, fees, expenses and disbursements incurred in connection with the foreclosure, including, without limiting the generality of the foregoing, filing fees, stenographer's fees, witness fees, costs of publication, costs of procuring and preparing documentary evidence and costs of procuring abstracts of title, Torrens certificate, foreclosure

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minutes and a title insurance policy.

(3) Under the terms of the Mortgage all such advances, costs, attorneys' fees and other fees, expenses and disbursements are made a lien upon the mortgaged real estate and Plaintiff is entitled to recover all such advances, costs, attorneys' fees, expenses and disbursements, together with interest on all advances at the rate provided in the mortgage, or, if no rate is provided therein, at the statutory judgment rate, from the date on which such advances are made.

(4) In order to protect the lien of the Mortgage, it may or has become necessary for the Plaintiff to pay taxes and assessments which have been or may be levied upon the subject matter real estate.

(5) In order to protect and preserve the subject matter real estate, it has or may also become necessary for Plaintiff to pay fire and other hazard insurance premiums on the real estate or to make such repairs to the real estate as may reasonably be deemed necessary for the proper preservation thereof.

(6) Under the terms of the Mortgage, any monies so paid or expended have or will become an additional indebtedness secured by the Mortgage and will bear interest from the date such monies are advanced at the rate provided in the Mortgage, or, if no rate is provided, at the statutory judgment rate.

V. ULTIMATE FINDINGS.

(1) The allegations of Plaintiff's Complaint are true as set forth, the equities in the cause are with the Plaintiff, and Plaintiff is entitled to the relief requested in the Complaint including foreclosure of said Mortgage upon the real estate described therein in the amount of the Total Balance Due, as found in II, paragraph 3(k).

(2) All lien or mortgage claimants defaulted are found and declared to have no interest in the real estate foreclosed, as they have offered no evidence of said interest.

- (3) Said real estate is free and clear of all liens and encumbrances except:
- a. General real estate taxes for the year 2014 and thereafter and special assessments, if any.
 - b. Said Mortgage given to Plaintiff.

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(4) Plaintiff's said Mortgage is prior and superior to all mortgages, claims of interest and liens upon said real estate except for real estate taxes and special assessments, if any, and except for any mortgages or liens found herein to be prior and superior to Plaintiff's Mortgage or prior liens of non-parties.

(5) The sum of attorney fees allowed herein as stated above is the fair, reasonable and proper fees to be allowed to Plaintiff as attorney's fees in this proceeding in accordance with the terms of the note and Mortgage given to Plaintiff by said Defendants, which should be added to and become a part of the indebtedness due to Plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

VI. ORDER UPON DECLARED REQUEST FOR FORECLOSURE.
[735 ILCS 5/15-1504(e)(1) through (6)]

(1) An accounting has been taken under the direction of the Court of the amounts due and owing to the Plaintiff as declared herein.

(2) The Defendants are ordered to pay to the Plaintiff before expiration of any redemption period (or, if no redemption period, within seven (7) days after the date of this judgment) whatever sums may appear to be due upon the taking of such account, together with attorney's fees and costs of the proceedings (to the extent provided in the Mortgage or by law).

(3) In default of such payment in accordance with this judgment, the subject matter real estate shall be sold as directed by the Court, to satisfy the amount due to the Plaintiff as set forth in this judgment, together with the interest thereon at the rate provided in the Mortgage from the date of the judgment.

(4) In the event the Plaintiff is a purchaser of the subject matter real estate at such sale, the Plaintiff may offset against the purchase price of such real estate the amounts due under the judgment for foreclosure and order confirming the sale.

(5) In the event of such sale and the failure of the person entitled thereto to redeem or reinstate prior to such sale pursuant to statutory provisions, the Defendants made parties to the foreclosure in accordance with statutory provisions, and all non-record claimants given notice of the foreclosure in accordance with statutory provisions, and all persons claiming by, through or under them, and each and any and all of them, shall be forever barred and foreclosed of any right, title, interest, claim, lien or right to redeem in and to the mortgaged real estate.

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(6) If no redemption or reinstatement is made prior to such sale, a deed shall be issued to the purchaser thereafter according to law and such purchaser shall be let into possession of the subject matter real estate in accordance with statutory provisions.

VII. ORDER FOR SALE.

[735 ILCS 5/15-1507(a) through (e)]

(a) The real estate is ordered sold by the Cook County Sheriff in accordance with statutory provisions.

(b) Upon expiration of the redemption period and the period to reinstate, if any, the real estate shall be sold at a sale as provided in this judgment of foreclosure.

(c) **Notice of Sale.** The Plaintiff, or such other party designated by the Court, in a foreclosure under the Article shall give public notice of the sale as follows:

- (1) The notice of sale shall include the following information, but an immaterial error in the information shall not invalidate the legal effect of the notice:
 - (A) The name, address and telephone number of the person to contact for information regarding the real estate;
 - (B) The common address and other common description (other than legal description), if any, of the real estate;
 - (C) A legal description of the real estate sufficient to identify it with reasonable certainty;
 - (D) A description of the improvements on the real estate;
 - (E) The time real estate may be inspected prior to sale upon making reasonable arrangements with the person identified in paragraph (A) above;
 - (F) The time and place of the sale;
 - (G) The terms of the sale;
 - (H) The case title, case number and the Court in which the foreclosure was filed; and
 - (I) No other information is required.

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- (2) The notice of sale shall be published at least three 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:
- (i)(A) An advertisement 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) A separate advertisement in the section of such newspaper, which may not be the same newspaper, in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public; and
- (ii) No other publications shall be required.
- (3) The party who gives notice of public sale shall also give notice to all parties in the action who have appeared and have not heretofore been found by the Court to be in default for failure to plead. Such notice shall be given in the manner provided in the applicable rules of Court for service of papers other than process and complaint, not more than forty-five (45) days nor less than seven (7) days prior to the day of sale. After notice is given as required in this Section, a copy thereof shall be filed in the Office of the Clerk of this Court together with a certificate of counsel or other proof that notice has been served in compliance with this Section.
- (4) The party who gives notice of public sale shall again give notice of any adjourned sale; provided, however, that if the adjourned sale is to occur less than sixty (60) days after the last scheduled sale, notice of any adjourned sale need not be given pursuant to this section. In the event of adjournment, the person conducting the sale shall, upon adjournment, announce the date, time and place upon which the adjourned sale shall be held. Notwithstanding any language to the contrary, for any adjourned sale that is to be conducted more than sixty (60) days after the date on which it was to first be held, the party giving notice of such sale shall

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again give notice in accordance with this section.

- (5) Notice of the sale may be given prior to the expiration of the redemption or reinstatement period.
- (6) No other notice by publication or posting shall be necessary.
- (7) The person named in the notice of sale to be contacted for information about the real estate shall not be required to provide additional information other than that set forth in the notice of sale.

(d) **Election of Property.** If the real estate is susceptible to division, the person conducting the sale may order it to be sold as necessary to satisfy this judgment. The person conducting the sale shall determine which real estate shall be sold and the person conducting the same may determine the order in which separate tracts may be sold.

(e) **Certificate of Sale.** Upon payment in full of the amount bid, the person conducting the sale shall give a certificate of sale to the purchaser. The certificate of sale shall be in recordable form, describe the real estate purchased, indicate the date and place of sale and show the amount paid therefor. The certificate of sale shall further indicate that it is subject to confirmation by the court. The certificate shall be freely assignable by endorsement thereon.

VIII. **TRANSFER OF TITLE.**

[735 ILCS 5/15-1509(a), (b)]

(a) Upon or after confirmation of the sale, the person who conducted the sale of the Court shall execute a deed to the holder of the certificate of sale sufficient to convey title, which deed shall identify the Court and the caption of the case in which judgment was entered authorizing issuance of the deed. Signatures and the recital in the deed of the title or authority of the person signing the deed as grantor, of authority pursuant to this judgment and of the giving of the notices required by statute shall be sufficient proof of the facts recited and of such authority to execute the deed, but such deed shall not be construed to contain any covenant on the part of the person executing it.

(b) Delivery of the deed executed on the sale of the real estate, even if the purchaser or holder of the certificate of sale is a party to the foreclosure, shall be sufficient to pass title thereto. Such conveyance shall be an entire bar of (i) all claims of parties to the foreclosure and

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(ii) all claims of any non-record claimant who is given notice of the foreclosure as provided by statute.

IX. APPLICATION OF PROCEEDS.

[735 ILCS 5/15-1512(a) through (d)]

The proceeds resulting from the sale ordered herein shall be applied in the following order:

- (a) The reasonable expenses of sale;
- (b) The reasonable expenses of securing possession before sale, holding, maintaining and preparing the real estate for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, and, to the extent provided for in the mortgage or other recorded agreement and not prohibited by law, reasonable attorneys' fees, payments made pursuant to Chapter 735 of the Illinois Compiled Statutes, Section 5/15-1505 and other legal expenses incurred by the Plaintiff;
- (c) Satisfaction of claims in the order of priority adjudicated in this judgment of foreclosure; and
- (d) Remittance of any surplus to the Mortgagor or as otherwise directed by the Court.

X. REDEMPTION - RESIDENTIAL.

[735 ILCS 5/15-1603(a), (b)]

- (a) Only the owner of redemption may redeem from this foreclosure, and such owner of redemption may redeem only during the redemption period specified herein.
- (b) In this foreclosure of a Mortgage of residential real estate, the redemption period shall end on the later of (i) the date seven (7) months from the date the Mortgagor or, if more than one, all the Mortgagors (a) have been served with summons or by publication, or (b) have otherwise submitted to the jurisdiction of this Court, or (ii) the date three months from the date of entry of this judgment of foreclosure.
- (c) This is a foreclosure of a Mortgage of residential real estate.
- (d) The redemption period shall end in this case on **OCTOBER 30, 2015** or such other date as is hereinafter ordered by this Court.
- (e) The amount required to redeem shall consist of the Total Balance Due as declared

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above plus interest thereon at the rate provided in the mortgage, hereafter and all additional costs and other expenses allowed by the Court.

XI. OTHER MATTERS.**(a) REPORT OF SALE.**

The person conducting the sale shall file a report of sale with the Clerk of this Court specifying the amount of proceeds of sale realized and the disposition thereof.

(b) HOMESTEAD WAIVER.

Defendant-mortgagors waived their right to homestead or other exemptions in said real estate in the body of said Mortgage, which was duly signed and acknowledged, and said Defendant-Mortgagors are therefore barred from claiming any right to homestead or other exemptions in said real estate.

(c) DEFICIENCY.

If the money arising from said sale shall be insufficient to pay the amounts due to Plaintiff with interest and the costs and expenses of sale, the person conducting the sale shall specify the amount of such deficiency in the report of sale, and a judgment shall be entered therefor, if appropriate.

(d) COPY OF ORDER.

Plaintiff shall mail a copy of this order to the property address within seven (7) days of its entry.

DATED: 7/29 2015.

ENTER:

JUDGE DARRYL B. SIMKO

JUL 29 2015

1028 CIRCUIT COURT-1823

JUDGE

JUDGE'S NO.

Patrick T. Joy
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 Attorneys for Plaintiff
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 Atty. No.: 90803