

# UNOFFICIAL COPY

**Prepared by and  
After recording return to:**

Chris L. Fotopoulos  
BROTSCHEUL POTTS LLC  
30 N. LaSalle Street  
Suite 1402  
Chicago, Illinois 60602



Doc#: 1605529060 Fee: \$62.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/24/2016 04:14 PM Pg: 1 of 13

*(For Recorder's Use Only)*

## CONSENT JUDGMENT FOR FORECLOSURE

**Plaintiff:** DEL MONUMENT CENTERLINE LENDER LLC

**Defendants:** LAWRENCE WHITE, JR.  
HPC INVESTMENT PROPERTIES, LLC  
CITY OF CHICAGO  
COMMUNITY INVESTMENT CORPORATION  
UNKNOWN OWNERS AND  
NON-RECORD CLAIMANTS

**Property:** 8061 SOUTH COTTAGE GROVE  
CHICAGO, ILLINOIS 60619

**PIN:** 20-35-107-015-0000

# UNOFFICIAL COPY

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

DEL MONUMENT CENTERLINE LENDER,	)	
LLC, an Illinois limited liability company	)	
	)	
Plaintiff,	)	
v.	)	
	)	
LAWRENCE WHITE, JR., HPC INVESTMENT	)	
PROPERTIES, LLC, an Illinois limited liability	)	
Company, CITY OF CHICAGO	)	
COMMUNITY INVESTMENT CORPORATION	)	
UNKNOWN OWNERS,	)	
UNKNOWN OCCUPANTS and	)	
NON-RECORD CLAIMANTS,	)	
	)	
Defendants.	)	

No.: 2014-CH-16970

Property Address:  
8061 South Cottage Grove  
Chicago, Illinois 60619

### CONSENT JUDGEMENT

This matter coming to be heard on the Complaint to Foreclose Mortgage (“Complaint”) of Plaintiff, Del Monument Centerline Lender, an Illinois limited liability company (“Del Monument”), and its Motion for Entry of Consent Foreclosure (the “Motion” or the “Judgement”); proper notice having been given; the Court having considered the Complaint and Motion and exhibits thereto, and the Court having considered the evidence presented, and being otherwise fully advised in the premises;

#### THE COURT HEREBY FINDS AS FOLLOWS:

1. **JURISDICTION:** The Court has jurisdiction of the parties hereto and the subject matter hereof.
2. **SERVICE:** The following named Defendants were lawfully served with summons and the Complaint to Foreclosure Mortgage (the “Complaint”) in accordance with the law and/or have consented to the Court’s jurisdiction: Lawrence White Jr., HPC Investment Properties, LLC; City of Chicago and Community Investment Corporation.
3. **STIPULATION:** The Plaintiff and the Defendants, HPC Investment Properties, LLC and Lawrence White Jr. have entered into a Stipulation consenting to the entry of this Judgement of Foreclosure in exchange for mutual promises contained therein. (See Stipulation attached hereto as

# UNOFFICIAL COPY

Exhibit A). Entering into a Stipulation with Plaintiff, Judgement is hereby ordered against the following Defendants: HPC Investment Properties, LLC and Lawrence White Jr..

4. **DEFAULT:** The affidavits required making UNKNOWN OWNERS and NON-RECORD CLAIMANTS defendants to this action were filed, and “UNKNOWN OWNERS and NON-RECORD CLAIMANTS” have been duly made party defendants herein as provided by law.

- a. The persons designated as UNKNOWN OWNERS and NON-RECORD CLAIMANTS include other persons interested in this action who may claim to have some right, title, interest or lien in or on some part of the real estate and assorted person property and fixtures described in Paragraph 16 herein (the “Subject Premises”). The names of each such other person interested in this action are unknown to Del Monument and its counsel, and cannot be ascertained upon diligent inquiry. All such other persons are therefore made parties defendant to this action by the name and description, UNKNOWN OWNERS and NON-RECORD CLAIMANTS.
- b. Plaintiff caused notice of the foreclosure case to be published in the appropriate newspapers for three consecutive weeks on October 23, 30, and November 6, 2014. Said publication provides notice to UNKNOWN OWNERS and NON-RECORD CLAIMANTS pursuant to Section 15-1502 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1502.

5. It further appears that no Defendant is in the military service or active state service and that no Defendant is incompetent, an infant, or under guardianship.

6. **ALLEGATIONS PROVEN:**

This Judgement is fully dispositive of the interest of all defendants in the real estate. All the material allegations of the Complaint filed pursuant to 75 ILCS 5/15-1504, those allegations being both required and those deemed alleged by virtue of subsection (c), are true and proven and the equities are with Plaintiff, that by entry of this Consent Judgement for Foreclosure, the Mortgage and Promissory Note which is the subject matter of these proceedings is extinguished and merged into Judgement and default

# UNOFFICIAL COPY

no longer exists, but has been replaced by Judgement, and by the virtue of the Mortgage, and the evidence of indebtedness secured thereby alleged in the Complaint, there is due to the Plaintiff, and it has a valid subsisting first priority lien on the Subject Premises in the following amounts:

280,000.000	Principal
4,200.00	Interest Due
37,333.33	Default Margin Interest at 10.00%
1,866.67	Late Charges
50.00	Release Doc Fee
1,800.00	Attorney's Fees (through April 30, 2014)
337.00	Clerk of Court costs (as of filing date)
120.00	Sheriff Fees (as of filing date)
400.00	Title Fees (as of filing date)
52.00	Recording Fee (Notice of Foreclosure)
600.00	Publication, Title & Miscellaneous Costs
64,239.74	Escrow Balance
<hr/>	
<b>\$ 390,998.74</b>	<b>TOTAL DUE AS OF October 17, 2014</b>

7. HPC Investment Properties, LLC is the record owner of the Subject Premises.
8. That the Defendants, HPC Investment Properties LLC and Lawrence White Jr. have consented to the entry of this Judgement pursuant to the terms and conditions of a Stipulation filed herein and attached hereto as Exhibit A.
9. That the mortgagor, Defendant, HPC Investment Properties, LLC is the owner of the subject premises as set forth in the Complaint heretofore filed is the owner of the equity of redemption and no other person or entity shall be entitled to redeem pursuant to 735 ILCS 15/15-1603 and 735 ILCS 5/15-1212.
10. That pursuant to 735 ILCS 5/15-1402(c), upon entry of judgement, Del Monument will waive all rights to a deficiency judgement and shall be barred from obtaining such deficiency judgement against HPC Investment Properties LLC and Lawrence White Jr.
11. **SUBORDINATE LIENS AND INTEREST:** Plaintiff is the legal holder and owner of the Mortgage ("Mortgage"), Promissory Note ("Note") attached to the Complaint, and any amendments thereto, as Exhibits "A"- "B". Plaintiff's Mortgage is a valid, first, prior, and paramount lien upon the

# UNOFFICIAL COPY

Subject Premises. The interests of all Defendants in the Subject Premises are subordinate and inferior to the lien and interest of the Plaintiff pursuant to the verified pleadings filed herein.

12. **FORECLOSURE AND NO SALE.** That upon entry of the judgement, title to the Property shall pass from HPC Investment Properties LLC pursuant to the Judgement and the interests of all Defendants on the real estate are hereby foreclosed as there will be no sale to effectuate the transfer of title to Del Monument.

Further, there is no equity in the Property, and thus, the Defendants shall not be entitled to any proceeds.

13. **PROPERTY FORECLOSED UPON:** The Mortgage described in the Complaint and hereby foreclosed appears of record in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 1114041057 and the Subject Premises herein referred to as follows:

8061 South Cottage Grove Avenue  
Chicago, Illinois  
PIN#: 20-35-107-015-0000

LOTS 24, 25 AND 26 IN BLOCK 116 IN CORNELL, BEING A SUBDIVISION OF SECTION 26 AND SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1872 AS DOCUMENT 13467 IN BOOK 2 PAGES 2 TO 5 IN COOK COUNTY, ILLINOIS

14. **MORTGAGE:** The Mortgage herein referred to secures a Mortgage in the original principal amount of \$295,000.00, which has been duly accelerated pursuant to the terms of said Mortgage. Defendants have defaulted under the terms of the Mortgage by failing to pay certain installments of principal and interest and failing to cure said defaults. Any and all notices of default or election to declare the debt on the Mortgage due and payable were duly and properly given.

15. Based upon the pleadings, proof and admission(s), Plaintiff has standing, capacity, and authority to maintain this cause.

16. The pleadings and proofs presented in the cause are sufficient to support the entry of this Judgement.

# UNOFFICIAL COPY

## **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. **CONSENT JUDGEMENT:** A Consent Judgement for Foreclosure is entered pursuant to 735 ILCS 5/15-1506 against the Subject Premises and all defendants not previously dismissed.
2. **DEED OF CONVEYANCE:** That the entry of this Judgement, shall be recorded as the Deed of Conveyance and this Judgement is sufficient to convey title to Del Monument and or its affiliate/nominee, and said conveyance shall be an entire bar to all claims of the parties to the foreclosure (excluding Community Initiatives Inc.), and all persons claiming thereunder ad all claims of Unknown Owners and any Non-Record Claimants.
3. **POSSESSION.** That the parties hereto who shall be in possession of said premises, or any part thereof, including leaseholders, or any person who may have come into such possession under them or any of them, since the inception of the mortgage or commencement of this suit, shall upon presentment of the Judgement, surrender possession of said premises to said grantee, his representative or assigns, and in default of doing so, an order of possession shall issue, instanter.
4. **TITLE.** That absolute title to the mortgaged real estate described in Exhibit B and in the Complaint is hereby vested in Del Monument, free and clear of all claims, liens, and interest of the mortgagor, including all rights of reinstatement and redemption, and of all rights of all other persons made parties in the foreclosure whose interest are subordinate to that of the mortgagee with the exception of the Receiver's Certificate filed by Community Initiatives Inc.
5. **WAIVER OF DEFENSES, CLAIMS, COUNTERCLAIMS.** HPC Investment Properties LLC and Lawrence White Jr. waived any and all defenses, claims, counterclaims, and affirmative defenses of whatever type or nature in the subject loan, the underlying loan documents, the subject property, and the Verified Complaint to Foreclose Mortgage and for Other Relief.
6. **TERMINATION OF SUBORDINATE INTERESTS:** All Defendants made parties to the foreclosure in accordance with statutory provisions and all UNKNOWN OWNERS and NON-RECORD CLAIMANTS given notice of the foreclosure in accordance with statutory provisions, and all persons claiming by, through or under them, and for each and any and all of them, shall be forever barred and

# UNOFFICIAL COPY

foreclosed of any right, title, interest, claim, lien or right to redeem in and to the Subject Premises. Further, the Defendants shall not be entitled to any proceeds of the Subject Premises. This Judgement and all orders entered pursuant to said Judgement are valid as stated above. The inadvertent failure to name a subordinate record claimant will not invalidate this Judgement. Should such a record party not be party to this action, Plaintiff may take title and file a subsequent action to determine the redemptive rights of such a party. Plaintiff may amend the Complaint to name such a party if it is made aware of the claim prior to the recording of the Consent Deed without affecting the validity of the Judgement as to the other defendant parties. Should such a claimant not exercise its redemptive rights within the stated time, they shall be forever barred and foreclosed of any right, title, interest, claim, lien or right to redeem or otherwise enforce its claim against the Premises.

7. **JURISDICTION:** The Court retains jurisdiction of the subject matter of the case and all of the parties hereto, for the purpose of enforcing this Judgement.

8. Pursuant to Illinois Supreme Court Rule 304(a), there is no just reason for delaying the enforcement of or appeal from the judgement herein.

9. The findings contained in Paragraphs 1 to 8 above are hereby adopted as orders of the Court.

10. A copy of this Consent Judgement shall be sent to all defendant, within five (5) business days, at the last known address by regular mail.

ENTERED:

FEB 10 2015

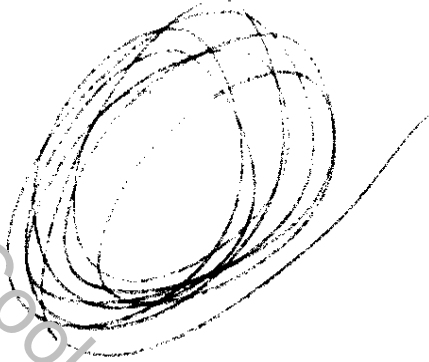
Circuit Court - 2065

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

J. Ryan Potts  
 Chris L. Fotopoulos  
 Scott A. Schaefer  
 BROTSCHUL POTTS LLC  
 30 N LaSalle Street, Suite 1402  
 Chicago, Illinois 60602  
 312-551-9003  
 312-277-3278 – Fax  
 Firm No. #43421

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office



**EXHIBIT "A"**

Stipulation of Mortgagor to Entry of a  
Consent Foreclosure



# UNOFFICIAL COPY

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

DEL MOMUMENT CENTERLINE LENDER, )  
LLC, an Illinois limited liability company )

Plaintiff, )

v. )

LAWRENCE WHITE, JR., HPC INVESTMENT )  
PROPERTIES, LLC, an Illinois limited liability )  
company UNKNOWN OWNERS, UNKNOWN )  
OCCUPANTS and NON-RECORD CLAIMANTS, )

Defendants. )

No.

Property Address:  
8061 South Cottage Grove Avenue  
Chicago, Illinois 60619

### STIPULATION OF MORTGAGOR TO ENTRY OF A CONSENT FORECLOSURE

HPC INVESTMENT PROPERTIES, LLC ("HPC"), by its Manager, YVETTE PHIPPS, deposes and states under oath as follows:

1. HPC is the mortgagor of that certain mortgage which is the subject of the Complaint filed in in the above-captioned mortgage foreclosure case relating to property commonly known as 8061 South Cottage Grove Avenue, Chicago, Illinois 60619 (the "Property"), which the subject mortgage secures.

2. A true copy of the subject mortgage is attached to the Complaint filed in the above-captioned case as Exhibit A.

3. The legal description of the Property and PIN are set forth below, to wit:

LOTS 24, 25 AND 26 IN BLOCK 116 IN CORNELL, BEING A SUBDIVISION OF SECTION 26 AND SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1872 AS DOCUMENT 13647 IN BOOK 2 PAGES 2 TO 5, IN COOK COUNTY, ILLINOIS

Common Address: 8601 South Cottage Grove Avenue, Chicago, Illinois 60619

PIN: 20-35-107-015-0000

# UNOFFICIAL COPY

4. With regard to the above-referenced Property and mortgage, I hereby stipulate and agree to the entry of a Consent Judgment of Foreclosure pursuant to 735 ILCS 5/15-1402(a).

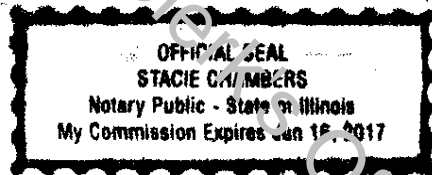
**MORTGAGOR:**

**HPC INVESTMENT PROPERTIES, LLC,  
An Illinois limited liability company**

By: Yvette Phipps  
Name: Yvette Phipps  
Its: MANAGER

Subscribed and sworn to before  
me this 16<sup>th</sup> day of May, 2014


Stacie Chambers  
Notary Public



Charles J. Mack ([cmack@wolinelaw.com](mailto:cmack@wolinelaw.com))  
Mark I. Fishbein, Esq. ([mfishbein@wolinelaw.com](mailto:mfishbein@wolinelaw.com))  
WOLIN & ROSEN, LTD.  
55 West Monroe Street Suite 3600  
Chicago, Illinois 60603  
(312) 424-0600  
Cook County Attorney ID 30688

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office



**EXHIBIT "A"**

Stipulation of Co-Borrower to Entry of a  
Consent Foreclosure

# UNOFFICIAL COPY

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

DEL MOMUMENT CENTERLINE LENDER, )  
LLC, an Illinois limited liability company )

Plaintiff, )

v. )

LAWRENCE WHITE, JR., HPC INVESTMENT )  
PROPERTIES, LLC, an Illinois limited liability )  
company, UNKNOWN OWNERS, UNKNOWN )  
OCCUPANTS and NON-RECORD CLAIMANTS,) )

Defendants. )

No.

Property Address:  
8061 South Cottage Grove Avenue  
Chicago, Illinois 60619

### STIPULATION OF CO-BORROWER TO ENTRY OF A CONSENT FORECLOSURE

I, LAWRENCE WHITE JR., depose and state under oath as follows:

1. HPC INVESTMENT PROPERTIES, LLC ("HPC") is the mortgagor of that certain mortgage which is the subject of the Complaint filed in in the above-captioned mortgage foreclosure case relating to property commonly known as 8061 South Cottage Grove Avenue, Chicago, Illinois 60619 (the "Property"), which the subject mortgage secures.

2. A true copy of the subject mortgage is attached to the Complaint filed in the above-captioned case as Exhibit A.

3. I am a co-Borrower, along with HPC, on a certain Promissory Note made as of May 13, 2011 to the order of Plaintiff, DEL MOMUMENT CENTERLINE LENDER, LLC, in the principal amount of Two Hundred Ninety-Five Thousand And No/100 (\$295,000.00) Dollars (the "Note"), which the aforesaid mortgage secures. (A copy the Note is attached to the Complaint in the above-captioned case as Exhibit B).

# UNOFFICIAL COPY

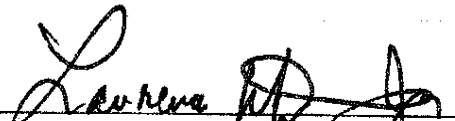
4. The legal description of the Property and PIN are set forth below, to wit:

LOTS 24, 25 AND 26 IN BLOCK 116 IN CORNELL, BEING A SUBDIVISION OF SECTION 26 AND SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1872 AS DOCUMENT 13647 IN BOOK 2 PAGES 2 TO 5, IN COOK COUNTY, ILLINOIS

Common Address: 8601 South Cottage Grove Avenue, Chicago, Illinois 60619

PIN: 20-35-107-015-0000

5. With regard to the above-referenced Property and mortgage, I hereby stipulate and agree to the entry of a Consent Judgment of Foreclosure pursuant to 735 ILCS 5/15-1402(a).

  
LAWRENCE WHITE, JR.

Subscribed and sworn to before me this 20 day of May, 2014

  
Notary Public



Charles J. Mack ([cmack@wolinlaw.com](mailto:cmack@wolinlaw.com))  
Mark I. Fishbein, Esq. ([mfishbein@wolinlaw.com](mailto:mfishbein@wolinlaw.com))  
WOLIN & ROSEN, LTD.  
55 West Monroe Street Suite 3600  
Chicago, Illinois 60603  
(312) 424-0600  
Cook County Attorney ID 30688