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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/14/2016 03:18 PM Pg: 1 of 5

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WML No. IL-001697

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION
("FANNIE MAE"),

Plaintiff,

-vs-

RICARDO VELASQUEZ,

Defendants.

RESIDENTIAL MORTGAGE
FORECLOSURE

Case No. 10 CH 41477

Calendar No. 62

Property Address:

2211 Harvey Avenue, Berwyn,
IL 60402-0000

CONSENT JUDGMENT OF FORECLOSURE

This matter, coming to be heard upon Plaintiff's Motion for Judgment of Foreclosure, the Court, having examined the file and record, including all pleadings, exhibits, affidavits, and matters of record in this cause, and being fully advised in the premises, FINDS THAT:

1. **Jurisdiction.** This Court has subject matter jurisdiction and jurisdiction over the parties to this lawsuit. Each defendant herein has been duly and properly served with process and all copies of applicable legal notices, and all other requirements for personal jurisdiction have been met.

2. **Promissory Note.** On October 26, 2006, RICARDO VELASQUEZ, made, executed, and delivered a promissory note ("Note") to Amber Financial Group, LLC, in the amount of \$232,750.00.

CCRD REVIEW 

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3. **Mortgage.** On October 26, 2006, RICARDO VELASQUEZ, made, executed, and delivered a mortgage ("Mortgage") securing the aforementioned Note by a lien on the fee simple interest on the following described real estate in Cook (hereinafter referred to as the "Mortgages Premises"):

LEGAL DESCRIPTION: LOT 11 IN BLOCK 5 IN HENRY H. AND JESSIE S. WALKER'S SUBDIVISION OF BLOCKS 5 AND 6 IN THE SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2211 Harvey Avenue, Berwyn, IL 60402-0000

PERMANENT INDEX NO.: 16-29-103-007-0000

4. **Holder and Owner of the Obligations.** The Mortgage being foreclosed in this matter is a valid obligation of RICARDO VELASQUEZ, and the Note secured by the Mortgage being foreclosed in this matter is a valid obligation of RICARDO VELASQUEZ. The Plaintiff is, and was at the time of filing of the Plaintiff's Complaint for Foreclosure of Mortgage ("Complaint"), the legal holder and owner of the Note secured by the Mortgage being foreclosed in this matter. Since the time this action commenced, Plaintiff had and continues to have standing to bring this matter and is entitled to foreclose the Mortgage pursuant to the Illinois Mortgage Foreclosure Law and the terms of both the Mortgage and Note.
5. **Existence of Default on Obligation.** RICARDO VELASQUEZ, have defaulted on the Note by failing to pay all sums due thereunder. Plaintiff has properly declared all indebtedness secured by the Mortgage immediately due and payable.
6. **Compliance with Rules and Notice.** Sufficient time having passed since all Defendants were served, Plaintiff is therefore authorized to proceed with the hearing and the entry of this Judgment. Due notice of the presentation of this Judgment has been provided to all parties entitled to same.
7. **Lien Priority.** The Mortgage was duly recorded in the Office of the Recorder of Deeds of Cook, Illinois on January 16, 2007 as Document No. 0701656110 and is a valid, prior, and paramount lien upon the fee simple interest in the Mortgaged Premises, and the rights of each and all defendants in this cause is subject and subordinate to the lien of the Plaintiff's mortgage foreclosed herein.
8. **Amount Due, Costs, and Judgment Amount.** There remains an unpaid principal balance of \$226,749.54, with interest and advances due thereon from February 1, 2009, the date of default.
- (a) As a result of RICARDO VELASQUEZ, breach, and pursuant to the terms of the Mortgage and Note, and the Illinois Mortgage Foreclosure Law, Plaintiff has retained Illinois attorneys to file this foreclose action and Plaintiff is entitled to recover reasonable attorneys' fees, costs, expenses, and advances incurred in connection with same.
- (b) Interest accrues under the Mortgage and Note at the rate of \$45.0400 per day and the following sum is due to Plaintiff pursuant to the terms of the Mortgage and Note:

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Principal, Accrued Interest, Late Fees, and Advances due to and made by Plaintiff as of 05/06/2016:	\$	406,872.97
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Per Diem Interest from 05/06/2016 through Judgment, accruing at \$45.0400:	\$	540.48
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Costs of Suit:	\$	0.00
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Attorneys' Fees: Incurred by Plaintiff	\$	460.00
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TOTAL DUE TO PLAINTIFF:	\$	407,873.45
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(c) The attorneys' fees, costs, expenses, and advances incurred in connection with this foreclosure are reasonable in nature and amount.

9. **Reinstatement and Redemption.** The last of the mortgagors was served by summons or publication or has otherwise submitted to the jurisdiction of this Court on October 2, 2010 ("Baseline Service Date").

(a) Reinstatement - The statutory right to reinstate, pursuant to Section 15-1602 of the Illinois Code of Civil Procedure (735 ILCS 5/15-1602), did expire on December 31, 2010.

(b) Nature of Property - The Mortgaged Premises is residential real estate pursuant to section 5/15-1219 of the Illinois Code of Civil Procedure. 735 ILCS 5/15-1219.

(c) Owners of Redemption - Defendants, RICARDO VELASQUEZ, is/are the present owner(s) of the right of redemption as defined by 735 ILCS 5/15-1212 and have waived their right to redemption pursuant to 735 ILCS 5/15/1402 by stipulation filed with this Court and an order for entry of this consent has been entered by the Court.

AND THE COURT HEREBY ORDERS:

11. 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 (paragraph 5(a)) shall immediately vest in the Plaintiff herein, 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,

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interest, claim, lien or right to reinstate or redeem in and to the mortgaged real estate.

(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 against RICARDO VELASQUEZ,.

(c) That upon entry of this Consent Judgment of Foreclosure, Plaintiff shall be entitled to possession of the premises described herein on IMMEDIATELY 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:

JUDGE

WEISS MCCLELLAND LLC
105 West Adams Street, Suite 1850
Chicago, Illinois 60603
Phone: (312) 605-3500 ext. 1534
Firm ID: 56284

Judge Daniel Patrick Brennan
MAY 18 2016
Circuit Court 1932

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I hereby certify that the document is a true copy. This certification is affixed is a true copy.

DOROTHY BROWN JUN 06 2016

Date

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

