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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/28/2017 03:48 PM PG: 1 OF 5

Line above is for recording purposes

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

FEDERAL NATIONAL MORTGAGE
ASSOCIATION ("FANNIE MAE"), A
CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE
UNITED STATES OF AMERICA,

PLAINTIFF

vs.

MARGARET T. GAWRONSKI;
WASHINGTON MUTUAL BANK, FA;
ARLINGTON CLUB CONDOMINIUM
ASSOCIATION;

DEFENDANTS

NO. 16 CH 02003

Judge William Sullivan

CAL NO. 60

Address: 1512 Seville Court, Unit B1
Wheeling, IL 60090

CONSENT JUDGMENT FOR FORECLOSURE

THIS CAUSE having been heard by this Court upon the record herein on the merits of the Complaint for Foreclosure filed by the Plaintiff and on the motion of the Plaintiff for entry of Consent Judgment for Foreclosure (hereinafter referred to as "Judgment"), and Defendant Mortgagor(s) consenting, the Court FINDS:

1. **JURISDICTION:** The Court has jurisdiction over the parties hereto as set forth in the Attorney's Certificate of Service and over the subject matter.
2. **CAPACITY AND STANDING:** The Plaintiff has standing, capacity and authority to maintain this cause.
3. **MORTGAGEE OFFER TO WAIVE DEFICIENCY:** The Plaintiff has offered to waive any and all rights to a personal judgment for deficiency against the Mortgagor(s) and against all other persons liable for the indebtedness or other obligations secured by the

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Mortgage in its motion for entry of consent judgment of foreclosure with notice to all parties not in default.

4. **CONSENT TO ENTRY OF JUDGMENT:** All Defendant Mortgagor(s) expressly consent to the entry of this Consent Judgment of Foreclosure.
5. **NOTICE OF MOTION:** All parties who have not previously been found in default for failure to appear, answer or otherwise plead have received notice of the motion for entry of consent judgment.
6. **NO OBJECTION TO ENTRY OF CONSENT JUDGMENT:** No other party, by answer or by response to the motion or stipulation, within the time allowed for such answer or response, has objected to the entry of such Judgment pursuant to 735 ILCS 5/15-1402(4).
7. **SURRENDER OF POSSESSION OF REAL ESTATE:** The Defendant Mortgagor(s) has agreed to surrender possession of the real estate by 30 days from entry of this Consent Judgment.
8. **EVIDENCE PRESENTED:** The pleadings and proofs presented in the cause are sufficient to support the entry of this Judgment.
9. **PROPERTY FORECLOSED UPON:** The Mortgage described in the Complaint and hereby foreclosed appears of record in the Office of the Recorder of Cook County, Illinois, as Document No. 0421633161 and modified by a Loan Modification Agreement recorded as Document Number 1506208271, dated July 29, 2004 and recorded August 3, 2004 and the Subject Property herein referred to is described as follows:

UNIT 1-10-50-R-B-1 IN THE ARLINGTON CLUB CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL
ESTATE:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND
PART OF THE EAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF
CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86245994 AND AS
AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED
PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY,
ILLINOIS.

Commonly Known As: 1512 SEVILLE COURT, UNIT B1, WHEELING, IL 60090

Tax Parcel Number: 03-04-302-037-1226 Vol. 231
10. **OWNERS OF REAL ESTATE:** MARGARET T. GAWRONSKI
11. **NOTE:** MARGARET T. GAWRONSKI executed a promissory note in the sum of \$160,000.00 payable to the order of Coldwell Banker Mortgage and dated July 29, 2004. Plaintiff is in possession of the Note and is entitled to enforce the Note. The Note has been duly accelerated pursuant to its terms.

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12. **MORTGAGE:** MARGARET T. GAWRONSKI to secure the above mentioned note, executed a mortgage, dated July 29, 2004 and given to Coldwell Banker Mortgage and has been properly recorded against the Subject Property.
13. **SUBORDINATE INTERESTS:** The mortgage constitutes a valid lien upon real estate and which is prior, paramount, and superior to the rights and interests of all other parties. The rights and interests of all other parties are subject, subordinate and inferior to the rights of the Plaintiff herein, and are described as follows:

WASHINGTON MUTUAL BANK, FA by reason of a mortgage recorded May 2, 2006 as document 0612215148 and modification agreement recorded as document 0617245050 made by Margaret T. Gawronski to Washington Mutual Bank, FA, a federal association, to secure a note in the originally stated principal amount of \$20,000.00.

ARLINGTON CLUB CONDOMINIUM ASSOCIATION by reason of a claim for homeowner's association lien in the amount of \$3,636.97, plus costs and attorney's fees, recorded August 2, 2010 as document 1021422022 by Arlington Club Condominium against subject property.

Possible liens due to the Arlington Club Condominium Association by reason of the non-payment of the special or annual assessments prior to the foreclosure sale.

14. **ALLEGATIONS PROVEN:** That all the material allegations of the Complaint are true and proven, and that by virtue of the Note and Mortgage attached to the Complaint, as established by the Affidavit for Judgment, there is due to the Plaintiff, and it has a valid and subsisting lien upon the Subject Property hereinafter described, as follows:

(a).	Unpaid principal	\$	136,696.75
	Accrued interest thereon to February 6, 2017	\$	11,580.10
	Advances by Plaintiff	\$	3,030.68
	Accrued late charges	\$	120.23
	Attorneys' fees for this lawsuit	\$	2,745.00
	Costs for this lawsuit	\$	2,686.00
	Less unapplied funds	\$	0.00
	TOTAL	\$	156,858.76

15. **ADVANCES:** That advances made subsequent to the execution of the affidavit of mortgage in order to protect the lien of the Judgment and preserve the real estate, such as, but not limited to: real estate taxes or assessments, property inspections, property maintenance, insurance premiums, any other fees, charges and expenses which are recoverable under the terms of the mortgage, and post Judgment attorneys' fees incurred by Plaintiff and not included in this Judgment, but incurred prior to the conclusion of this foreclosure action, shall become an additional indebtedness secured by the judgment lien and bear interest from the date of the advance at the mortgage rate of interest pursuant to 735 ILCS 5/15-1503 and 15-1603.

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16. EXHIBITS: That true and correct copies of the original Mortgage and the original Note are attached to the Complaint filed herein.
17. WAIVER OF REDEMPTION AND WAIVER OF DEFICIENCY: The owner(s) of the right of redemption are the Mortgagors, Property Owners and any other Party Defendant(s) named in the Complaint with the statutory right of redemption.
- (a) The subject real estate is residential as defined in 735 ILCS 5/15-1219.
 - (b) The Defendant Mortgagor(s) have waived any and all rights to redeem the mortgaged premises whether by statute or in equity pursuant to 735 ILCS 5/15-1601(c).
 - (c) The Plaintiff hereby waives any and all rights to a personal judgment for deficiency against the Defendant Mortgagor(s), and against all other persons liable for the indebtedness or other obligations secured by the mortgage described herein pursuant to 735 ILCS 5/15-1402(c).
 - (d) That no party has filed an objection to entry of this Judgment, nor paid the amount required to redeem in accordance with 735 ILCS 5/15-1603.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. JUDGMENT: A Consent Judgment for Foreclosure is entered pursuant to 735 ILCS 5/15-1402.
2. VESTING TITLE: By entry of this judgment, absolute title to the mortgaged real estate known as: 1512 SEVILLE COURT, UNIT B1, WHEELING, IL 60090 is hereby vested in the name of Federal National Mortgage Association ("Fannie Mae") free and clear of all claims and liens and interest of the mortgagor including all rights of reinstatement and redemption and the rights of all other persons made parties to the foreclosure whose interest are subordinate to that of the Plaintiff. Said real estate legally described as follows:

UNIT 1-10-50-R-B-1 IN THE ARLINGTON CLUB CONDOMINIUM AS
 DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL
 ESTATE:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 LAND
 PART OF THE EAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11,
 EAST OF THE THIRD PRINCIPAL MERIDIAN

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF
 CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86245994 AND AS
 AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED
 PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY,
 ILLINOIS.

Commonly Known As: 1512 SEVILLE COURT, UNIT B1, WHEELING, IL 60090

Tax Parcel Number: 03-04-302-037-1226 Vol. 231

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3. **WAIVER OF PERSONAL DEFICIENCY:** That the entry of this Judgment of Foreclosure shall constitute a bar against the Plaintiff, its successors in interests or assigns from obtaining a personal deficiency judgment against any Defendant or any other persons liable for the mortgage indebtedness.
4. **POSSESSION OF REAL ESTATE:** Defendant(s), who is/are in possession of the subject Property, shall tender possession of the Property empty of all personal property, in good condition, broom-swept clean no later than 30 days from entry of this consent judgment. Defendant(s) agree(s) to leave undisturbed in the Property all plumbing, kitchen, electrical, HVAC, and exterior fixtures.
5. The Sheriff of Cook County is hereby directed to evict MARGARET T. GAWRONSKI AND ARLINGTON CLUB CONDOMINIUM ASSOCIATION from the premises commonly known as 1512 SEVILLE COURT, UNIT B1, WHEELING, IL 60090 without further delay and without further order of the Court on any day 30 days after entry of this consent judgment.
6. **TERMINATION OF SUBORDINATE INTERESTS:** All other Defendants whose interest in the Property that are subordinate to the Plaintiff are forever barred, and foreclosed of any right, title, interest, claim, lien or right to redeem in and to the mortgaged real estate. This Judgment and all orders entered pursuant to said judgment are valid as stated above. The inadvertent failure to name a subordinate record claimant will not invalidate this Judgment. Plaintiff may take title and file a subsequent action to determine the redemptive rights of such a party. Should such 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 Property.
7. **JURISDICTION:** The Court retains jurisdiction over the parties and subject matter of this cause for the purpose of enforcing this Judgment or vacating said Judgment.
8. **APPEALABILITY:** Pursuant to Supreme Court Rule 301 this is a final and appealable order.
9. That a copy of this Judgment shall be recorded with the Recorder of Deeds of Cook County for the purpose of conveying clear and absolute title to grantee, Federal National Mortgage Association ("Fannie Mae").

ENTER: Judge William B. Sullivan

DATED: FEB 06 2017

Illinois Circuit Court

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