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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/05/2017 03:05 PM PG: 1 OF 8

Prepared By and After Recording Return To:

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TITLE OF DOCUMENT: Judgment of Consent Foreclosure

DATE OF DOCUMENT: April 5, 2017

PARCEL IDENTIFICATION NUMBER: 13-10-420-032-1010

PROPERTY ADDRESS: 4016 West Ainslie Street, #2, Chicago, IL 60630

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

BYLINE BANK, as successor-by-merger to
First Commercial Bank,

Plaintiff,

v.

4010 AINSLIE, LLC, a Illinois limited
liability company, CITY OF CHICAGO,
AINSLIE COURT CONDOMINIUM
ASSOCIATION

Defendants.

Case No.

4016 West Ainslie Street, #2
Chicago, IL 60630

JUDGMENT OF CONSENT FORECLOSURE

This cause coming to be heard on Plaintiff's Motion for Judgment of Consent Foreclosure pursuant to 735 ILCS 5/15-1402, all parties, being in agreement, due notice having been given, the Court being fully advised in the premises, IT IS HEREBY ORDERED THAT:

I. Jurisdiction and Pleadings:

1. Plaintiff BYLINE BANK, as successor-by-merger to First Commercial Bank ("Plaintiff"), filed a Verified Complaint to Foreclosure Mortgage and for Other Relief (the "Complaint") in this case seeking to foreclose its mortgage (the "Mortgage") on a parcel of real estate commonly known as 4016 West Ainslie Street, #2, Chicago, Illinois 60630 (the "Property").

2. 4010 Ainslie, LLC ("4010 Ainslie"), by its members Danny Borek, independent administrator of the estate of Same Borek, and Michael Leydervuder agreed that they will not object to the entry of this Judgment of Consent Foreclosure or to the termination of their interest in the Property.

3. 4010 Ainslie, LLC was served by corporate service on January 6, 2017.

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4. The City of Chicago (the “City”) was served by corporate service on December 23, 2016.

5. Ainslie Court Condominium Association (the “Association”) was served by corporate service on March 3, 2017.

6. Plaintiff recorded against the Property, in accordance with 735 ILCS 5/15-1503, a Notice of Foreclosure/Lis Pendens on December 21, 2016, with the Cook County Recorder of Deeds as Document Number 1635(the “Notice of Foreclosure”).

7. Plaintiff has filed, with due notice to all parties, its Motion for Entry of Judgment of Consent Foreclosure.

II. Information regarding the Mortgage and the Indebtedness.

- a. Nature of Instrument: Mortgage
- b. Date of Mortgage: April 17, 2008;
- c. Name of Mortgagor: 4010 Ainslie;
- d. Name of Mortgagee: Byline Bank, as successor-by-merger to First Commercial Bank;
- e. Date and place of recording: April 28, 2008, with the Cook County Recorder of Deeds;
- f. Identification of recording: Document Number 0811940024;
- g. Estate conveyed: Mortgage of fee simple interest;
- h. Amount of initial indebtedness: \$150,000.00;
- i. Legal description of mortgaged premises:

PARCEL 1:

UNIT NUMBER 4016-2 IN THE AINSLIE COURT CONDOMINIUM ASSOCIATION, A CONDOMINIUM, AS DELINEATED ON A

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SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 23 IN BLOCK 1 IN SECRIST SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0619213000; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-10, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "D" TO THE AFORESAID DECLARATION, AS AMENDED FROM TIME TO TIME.

Property Index Number: 13-10-420-032-1010;

Commonly known as: 4016 West Ainslie Street, #2, Chicago, IL 60630;

j. Statements as to default and amount due:

Default: Failure to make the monthly payments of principal and interest due under the Note on and after December 17, 2014;

(i)	Principal balance:	\$129,233.89;
(ii)	Interest as of December 8, 2016:	\$18,208.69;
(iii)	Late Charges/Fees:	\$313.77;

(iv)	Total due as of December 8, 2016:	\$147,756.35;
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(v)	Statement as to per diem interest accruing at the annual rate of 6.750%:	\$24.23;
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k. Name of present owner of the Property: 4010 Ainslie;

l. Names of additional defendants whose interest in or lien on the Property is sought to be terminated:

(i) The City, by virtue of a lien recorded with the Cook County Recorder of Deeds as Document Number 93062509;

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- (ii) The Association, by virtue of any interest it may have in the Property;
- m. Names of persons claimed to be personally liable for deficiency: None;
- n. Capacity in which Byline brings this suit: As the owner and holder of, *inter alia*, the Note and the Mortgage;

III. Allegations Deemed Proved

1. A true and accurate copy of the Note is attached to the Complaint as Exhibit A, a true and accurate copy of the Mortgage is attached to the Complaint as Exhibit B.

2. On the date indicated in the Complaint, 4010 Ainslie was justly indebted to Plaintiff in the amount of the original indebtedness (the "Indebtedness") described in the Note.

3. 4010 Ainslie, on the date indicated in the Complaint, was the owner of the Property and, as of that date made, executed and delivered the Mortgage as security for the Note.

4. The Mortgage was recorded in Cook County, where the Property is located, on the dates indicated in the Complaint.

5. The Mortgage constitutes a valid first lien on the Property, and is prior and superior to all other mortgages, claims of interests and liens thereupon, except for unpaid real estate taxes, if any.

6. Defaults occurred as indicated in the Complaint.

7. By reason of the defaults alleged, the Indebtedness became due by Plaintiff's exercise of its right and power to declare immediately due and payable all of the 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 applicable periods of grace or other period of time allowed for the

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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 Plaintiff under the Note, and Mortgage, which is broken down in the statement in the Complaint and herein, are hereby correctly stated, and if such breakdown indicates any advances made or to be made by Plaintiff, such advances were, in fact, made, or will be required to be made, and under and by virtue of the terms of the Mortgage, constitute additional Indebtedness secured by the Mortgage.

IV. Additional Stipulated Facts

1. Plaintiff waives all rights to a personal deficiency against 4010 Ainslie, and all other persons liable for the Indebtedness, or any other obligations secured by the Mortgage including all guarantors.

2. 4010 Ainslie has received notice of Plaintiff's Motion for Entry of Judgment of Consent Foreclosure.

3. 4010 Ainslie has expressly consented, via written stipulation, to the entry of this Judgment of Consent Foreclosure vesting absolute title to the Property in Plaintiff, free and clear of all claims and interests, including any, but not limited to, any and all rights of reinstatement pursuant to 735 ILCS 5/15-1602 and any and all rights of redemption pursuant to 735 ILCS 5/15-1603.

4. 4010 Ainslie has consented, via written stipulation, to the entry of this Judgment of Consent Foreclosure without further notice or hearing.

V. Ultimate Findings

1. No party or other person has filed an objection to the entry of this Judgment of Foreclosure.

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2. No party has paid the amount required to redeem in accordance with 735 ILCS 5/15-1603.

3. Pursuant to stipulation, 4010 Ainslie has properly and knowingly waived any and all rights of redemption, whether by statute or equity, in accordance with 735 ILCS 5/15-1601(c)(i).

4. Judgment is hereby entered in favor of Plaintiff on Count I of the Complaint as set forth below.

5. In consideration for the entry of this Judgment of Foreclosure, Plaintiff has properly and knowingly waived any and all rights to a personal deficiency against 4010 Ainslie, and any other persons liable for the Indebtedness, or any other obligations secured by the Mortgage including the guarantors.

6. Any and all liens subordinate to the Mortgage are hereby terminated, and the holders of any such subordinate interests shall be barred from attempting to redeem the Property or objecting the entry of this Judgment of Consent Foreclosure

7. Absolute title to the Property is hereby vested in Plaintiff, free and clear of all rights, claims and interests, other any unpaid general real estate taxes, if any, including, but not limited to, any and all rights of reinstatement and redemption, of Mortgagors and all other parties to this action whose rights, claims or interests are subordinate to the interest of Plaintiff

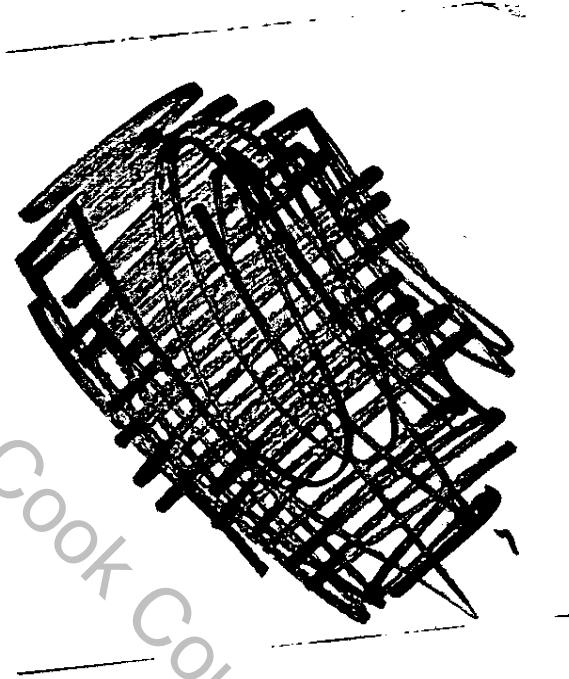
8. Plaintiff is granted immediate possession of the Property.

Dated: _____

ENTERED
JUDGE WILLIAM B. SULLIVAN-2142
APR 05 2017
DOROTHY BROWN
CLERK OF THE DISTRICT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

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