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Karen A. Yarbrough
Cook County Recorder of Deeds
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RECORDING COVER SHEET FOR JUDGMENT OF FORECLOSURE AND SALE

Re: 09-022858, PEDRO TAPIA; MARIA TAPIA; SAUL ARREOLA; ELENA ACEBES,
4919 WEST 31ST STREET, Cicero, IL 60804

Mail To:
Shapiro Kreisman & Associates, LLC
2121 Waukegan Road, Suite 301
Bannockburn, IL 60015

UNOFFICIAL COPY**09-022858****IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION****MORTGAGE CLEARING
CORPORATION****PLAINTIFF,****-vs-****PEDRO TAPIA; MARIA TAPIA; SAUL
ARREOLA; HARRIS, N.A. F/K/A
HARRIS TRUST AND SAVINGS
BANK; NICOR GAS CO.; ELENA
ACEBES; UNKNOWN OWNERS AND
NON-RECORD CLAIMANTS
DEFENDANTS****NO. 09 CH 21119****CALENDAR NO: 59****PROPERTY ADDRESS:
4919 WEST 31ST STREET
CICERO, IL 60804****JUDGMENT OF FORECLOSURE AND SALE**

This cause having been duly heard by this Court upon the record herein, the Court FINDS:

1. It has jurisdiction of the parties hereto and the subject matter hereof.
2. That Plaintiff is the legal holder of the indebtedness secured by the mortgage being foreclosed herein, and all the material allegations of the Complaint are true and proven. By virtue of the mortgage, and the evidences of indebtedness secured thereby alleged in the Complaint, there is due to the Plaintiff, and it has a valid subsisting lien on the property described hereinafter for the following:

a)	Principal, Advances and Accrued Interest by Plaintiff:	\$258,809.86
	Costs of Suit:	\$1,759.00
	Plaintiff's Attorneys Fees	\$1,035.00
	Plaintiff's Litigation Attorneys Fees	\$885.00

Pursuant to the affidavit, interest accrues at \$919.71 per month. Interest from the date of the affidavit through the date of judgment is \$2,848.32.

TOTAL: \$265,337.18

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- b) For such advances made in order to protect the lien of the judgment and preserve the real estate, such as, but not limited to: property inspections, real estate taxes or assessments, property maintenance, and insurance premiums incurred by the Plaintiff and not included in this Judgment and which is paid prior to the Judicial sale; that any such item expended shall become so much additional indebtedness secured by the judgment lien and bear interest from date of the advance at the Judgment rate of interest.
3. a) The Court specifically finds that service of process in each instance was properly made. The date when the last of the owners of the equity of redemption were served with summons or by publication was July 2, 2009 and the statutory right to reinstate, pursuant to Section 5/15-1602, has or will expire on October 2, 2009.
- b) The statutory rights of redemption, pursuant to Section 5/15-1603, shall expire on **August 7, 2015**, unless shortened by further Order of Court.
4. That under the provisions of said mortgage, the costs of foreclosure and reasonable attorneys fees are an additional indebtedness for which the Plaintiff should be reimbursed and that such expenses and reasonable attorneys fees are hereby allowed to the Plaintiff.
5. That the Mortgage described in the Complaint and hereby foreclosed appears of record in the Office of the Cook County Recorder of Deeds and the property herein referred to and directed to be sold is described as follows:
- LOT 10 IN RESUBDIVISION OF BLOCK 27 IN HAWTHORNE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- Commonly known as 4919 West 31st Street, Cicero, IL 60804
- Permanent Index No.: 16-33-203-005
6. That the rights and interests of all of the Defendants to this cause in and to the property hereinbefore described, are inferior to the lien of Plaintiff, including the following junior lien holder defendants, if any, who have filed a pleading herein:
- None
7. That copies of the original note and the original mortgage or Affidavit of Documents have been offered in evidence and exhibited in open Court.

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8. 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 Defendant has and will thereby become liable for the usual, reasonable and customary fees of the attorneys in that behalf.

9. The Plaintiff has been compelled and will be compelled after entry of this judgment, 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, service of process fees, copying charges, stenographer's fees, witness fees, costs of publication, costs of procuring and preparing documentary evidence and costs of procuring abstracts of title, foreclosure minutes and a title insurance policy, costs of sale, etc. 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 the Plaintiff is entitled to recover all such advances, costs, attorneys' fees, expenses and disbursements, together with interest on all advances at the judgment rate of interest, from the date on which such advances are made.

10. In order to protect the lien of the mortgage, it may or has become necessary for Plaintiff to pay taxes and assessments which have been or may be levied upon the mortgaged real estate, and/or in order to protect and preserve the mortgage real estate, it has or may also become necessary for the 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. Under the terms of the mortgage, any money so paid or expended has or will become an additional indebtedness secured by the mortgage and will bear interest from the date such monies are advanced at the judgment rate of interest.

The allegations of Plaintiff's complaint are true substantially as set forth, and the equities in the cause are with Plaintiff, and Plaintiff is entitled to the relief prayed for in the complaint including foreclosure of said mortgage upon the real estate described therein in the amount of the Total Balance Due, as found above, together with interest thereon at the statutory judgment rate after the entry of this judgment and additional advances, expenses, and Court costs, including publication costs and expenses of sale.

Said real estate is free and clear of all liens and encumbrances that have been named herein, except unpaid general real estate taxes for the present or past years and thereafter and special assessments, if any, subject to any Defendants right of redemption.

Plaintiff's mortgage is prior and superior to all other mortgages, claims of interests and liens upon said real estate that have been named herein, except for real estate taxes and special assessments, if any, that have been named herein.

The sum of attorney fees allowed herein as stated above is the fair, reasonable and proper fee to be allowed to Plaintiff as attorney's fees in this proceeding in

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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 AND DECREED BY THIS COURT AS FOLLOWS:

1. **REQUEST FOR FORECLOSURE:** An accounting has been taken under the direction of the Court of the amounts due and owing to the Plaintiff as declared herein.
 - a) The Defendants are ordered to pay to the Plaintiff before expiration of any redemption period (or, if no redemption period, within seven days after the date of this judgment) whatever sums may appear to be due upon the taking of such account, together with attorneys' fees, costs, advances, and expenses of the proceedings (to the extent provided in the mortgage or by law).
 - b) In default of such payment in accordance with this judgment, the mortgaged real estate may 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 advances, and expenses incurred after judgment at the statutory judgment rate from the date of the judgment.
 - c) In the event the Plaintiff is a purchaser of the mortgaged real estate at such sale, the Plaintiff may offset against the purchase price of such real estate the amount due under the judgment for foreclosure and order confirming the sale.
 - d) In the event of such sale, and the failure of the person entitled thereto to redeem prior to such sale pursuant to statutory provisions, the Defendants made parties to 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.
 - e) If no redemption is made prior to such sale, a deed shall be issued to the purchaser at sale according to law and such purchaser shall be let into possession of the mortgaged real estates in accordance with statutory provisions relative thereto.
2. **SALE OF THE PREMISES:** The premises hereinabove described, covered by the security foreclosed in this action, shall be sold at public venue by a Sales Officer as appointed by this Court or the Sheriff of the County of Cook, (hereinafter referred to as "Sale Officer"). The attorneys for the Plaintiff shall give public notice of the time, place and terms of sale. The notice of sale shall be published at least three (3) consecutive calendar weeks (Sunday through Saturday), once in each week, the first such notice to

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be published not more than forty-five (45) days prior to the sale, the last such notice to be published not less than seven (7) days prior to the sale, by:

- a) advertisements 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) separate advertisements in the section of such newspaper, which may not be the same newspaper used for section (A), in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public, there being no requirement for the second advertisement to include a legal description.
- c) Such other publication as may be further ordered by the court.
- d) Notice of public sale shall be given to all parties in the action who have appeared and have not theretofore 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 of complaint, not more than 45 days not 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 the Court entering the judgment, together with a certificate of counsel or other proof that notice has been served.

The Plaintiff or any of the parties to this cause, may become the purchasers at such sale. The "Sale Officer" may adjourn or continue the sale subject to the Notice and advertisement pursuant to the requirements of 735 ILCS 5/15-1507 (4)(c).

3. **TERMS OF SALE:** The "Sale Officer" shall offer for sale the real estate described in Paragraph Five (5) above, with all improvements, fixtures and appurtenances thereto; or so much of said real estate which may be divisible and sold separately without material injury to the parties in interest. The real estate shall be sold at public auction to the highest bidder for cash; requiring payment not less than ten percent (10%) at the time of sale and the balance within twenty-four (24) hours plus interest at the statutory Judgment rate on any unpaid portion of the sale price from the date of sale to the date of payment. All payments of the amount bid shall be in cash or certified funds payable to the "Sale Officer". In the event the bidder fails to comply with the terms of the purchase as required, then upon demand by the Plaintiff in a notice served on the "Sale Officer" and the bidder, the funds submitted shall be forfeited to Plaintiff or Plaintiff has the option to have the property sold to the next highest bidder. In the event there is a third party bidder other than Plaintiff, the "Sale Officer" shall obtain the name, address (other than a post office box), and telephone number of that bidder. Notice by regular mail to the address given by the bidder and to the "Sale Officer" shall be deemed sufficient notification by the Plaintiff to exercise its option to forfeit the funds. The subject property is offered for sale without any representation as to quality or quantity of title or recourse to Plaintiff.

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4. PROCEEDS OF SALE: That the proceeds of said sale, shall be distributed in the following order of priority:

- a) The "Sale Officer" shall be paid his/her reasonable fees and costs;
- b) The reasonable expenses of sale;
- c) 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, receiver's and 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 Section 5/15-1505 and other legal expenses incurred by the mortgagee;
- d) Out of the remainder of such proceeds, the amount found due to the Plaintiff in the Judgment shall be paid to the Plaintiff.
- e) If Plaintiff is the successful bidder at said sale, the amount due the Plaintiff, plus all costs, advances and fees hereunder with interest incurred between entry of Judgment and confirmation of sale shall be taken as a credit on its bid.
- f) If any sums remain after payment to the plaintiff, said sum, if any, shall be paid to such Defendant in the order of priority as determined by the Court. If such Defendant is the successful bidder at sale, the amount due to said Defendant, plus all costs, advances, fees hereunder with interest incurred between entry of Judgment and confirmation of sale shall be taken as a credit on its bid.
- g) If the remainder of the proceeds shall not be sufficient to pay the above described amounts and interest, the "Sale Officer" shall then specify the amount of the deficiency in his/her Report of Sale. The Plaintiff is not seeking a personal deficiency against any defendants.

5. CERTIFICATE OF SALE/RECEIPT: Upon the sale of mortgaged real estate, the person conducting the sale shall promptly give a receipt of sale for funds tendered. The Sale Officer, after entry of an order approving sale and upon the request of the successful bidder shall execute and deliver a certificate of sale to the successful bidder and record a duplicate of said certificate in accordance with Sections 15-1507 of the Code of Civil Procedure. The certificate shall be freely assignable by endorsement thereon.

6. REPORT OF SALE AND CONFIRMATION OF SALE:

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- a) **Report of Sale** - The person conducting the sale shall promptly make a report of sale to the Court.
- b) **Hearing** - Upon motion and notice in accordance with Court rules applicable to motions generally, the Court shall conduct a hearing to confirm the sale. The Court shall then enter an order confirming the sale, which order shall include a judgment for possession which judgment shall become effective thirty (30) days after entry. The confirmation Order may also:
- (i). approve the mortgagee's fees, costs and additional advances arising between the entry of the judgment of foreclosure and the confirmation hearing.
 - (ii). provide for a personal judgment against any party for a deficiency; and
 - (iii). determine the priority of the judgments of parties who deferred proving the priority pursuant to subsection (i) of Section 5/15-1506, but the Court shall not defer confirming the sale pending the determination of such priority.
7. a) **SPECIAL REDEMPTION:** Upon the Judicial Sale of "residential" real estate to the mortgagee who is a party to this foreclosure or its nominee for a sale price less than the amount required to redeem as specified in 735 ILCS 5/15-1603(d), an owner of redemption as specified in 735 ILCS 5/15-1603(a) shall have a special right to redeem for a period ending 30 days after the date the sale is confirmed. Redemption shall be made by paying the amount required by and in conformity with the procedures specified in 735 ILCS 5/15-1604. Property so redeemed shall be subject to a lien for any deficiency remaining with the same lien priority as the underlying mortgage herein foreclosed, without any rights of Homestead.
- b) **REDEMPTION BY UNITED STATES OF AMERICA:** If the United States is a party to this action by virtue of a lien of the Internal Revenue Service, the United States shall have 120 days from the date of sale within which to redeem the property from the sale. If the United States is otherwise a party to this action, the United States shall have one year from the date of the sale to redeem.
8. **JUDICIAL/SHERIFF'S DEED:** Upon confirmation of the sale, payment of the purchase price and any other amounts required to be paid by the purchaser at sale, the party conducting said sale shall execute and deliver to the holder of the certificate of sale or if no certificate has been issued, then to the holder of the receipt of sale or the assignee thereof, a deed sufficient to convey title; said conveyance shall be an entire bar to all claims of the parties to the foreclosure and all persons claiming thereunder and all claims of UNKNOWN OWNERS and any NON-RECORD CLAIMANTS if served

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by publication; that thereupon, the grantee in such deed, or legal representative or assign, shall be let into possession of the premises.

9. 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 said Judicial/Sheriff's Deed of Conveyance, surrender possession of said premises to said grantee, his representative or assigns, and in default of so doing, an Order for Possession shall issue.

10. The Court hereby retains jurisdiction of the subject matter of this cause, and of all the parties hereto, for the purpose of enforcing this judgment and appointing or continuing a Receiver or Mortgagee in Possession herein at any time during the period of redemption.

11. The mortgage and its associated documents is hereby reformed:

- a) The Mortgage dated July 28, 1999 and recorded on August 2, 1999 as Document No. 99732592 contains an inadvertent error in the legal description. The legal description on the Mortgage inadvertently contains an error or omits a phrase from the actual legal description (identified in bold). The accurate legal description that should be on the Mortgage is:

LOT 10 IN RESUBDIVISION OF BLOCK 27 IN HAWTHORNE'S
SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP
39 NORTH, RANGE 13, AND THE NORTH 1/2 OF THE NORTHEAST
1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12. That Plaintiff shall send a copy of this Judgment of Foreclosure and Sale to each Defendant by regular mail within 7 days of the date of entry of said Judgment.

Dated: _____

Entered: MAY 07 2015

Judge

Judge Anna M. Loftus

Circuit Court - 2102

Shapiro Kreisman & Associates, LLC f/k/a Fisher and Shapiro, LLC
Attorney for Plaintiff
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