



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

Financial Instruments, LLC, a Michigan limited liability company,

Plaintiff,

v.

Chicago Brother's LLC, a Florida limited liability company; Samy A. Marouki, individually; Yvan A. Martinez Pengifo, individually; 55 West Wacker Owners Association, Inc. an Illinois not-for-profit corporation; Travel Zap Inc., an Illinois corporation; Unknown Owners; and Non-Record Claimants,

Defendants.

Doc# 1719313064 Fee \$84.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/12/2017 02:54 PM PG: 1 OF 8

Case No. 2017 CH 00426

2028

Common Address:
55 West Wacker Drive
Suite 750
Chicago, IL 60601

CONSENT JUDGMENT OF FORECLOSURE AND SALE

This cause coming on to be heard on the motion of the Plaintiff Financial Instruments, LLC, a Michigan limited liability company ("Plaintiff"), by one of its attorneys, Jeffrey S. Burns, of Haskin, Corrigan, Tabis & Parravano P.C., and it appearing to the Court that Plaintiff heretofore is proceeding on its Complaint to Foreclose Mortgage against the defendants hereinafter described.

That the affidavits required to make such unknown parties defendants to this action were duly filed and Unknown Owners have been duly and regularly made parties defendant to this action in manner provided by law;

That the persons designated as Unknown Owners included other persons who are interested in this action and who have or claim some right, title, interest or lien in, to or upon the real estate, and in addition other persons who are interested in this action and who have or claim some right; title, interest or lien in, to or upon the real estate, or some part thereof in the Complaint; that the name of each of such other persons interested in this action is unknown to the Plaintiff, and upon diligent inquiry cannot be ascertained, and all such persons are, therefore, made parties defendant to this action by the name and description of Unknown Owners;

And the Court having examined the files, records and original Note and Mortgage, copies of which are attached and made a part of Plaintiff's Complaint in this cause and having heard evidence, and the affidavits of Amy Frazey and counsel for the Plaintiff, and being fully advised in the premises finds that each of the defendants in this cause has been duly and properly brought before the Court, either through service of summons or publication, all in manner provided by law; that due and proper notice has been given to each of the defendants during the progress of this

Rvax

UNOFFICIAL COPY

cause, as required by law and that this Court now has jurisdiction over all of the parties to this cause and the subject matter hereof;

And it further appearing to the Court that the mortgagor, Chicago Brother's LLC has executed a stipulation waiving all rights of reinstatement and redemption and consenting to the entry of this judgment of foreclosure by consent pursuant to 735 ILCS 5/1402 in favor of Plaintiff and against it;

And it further appearing to the Court the Plaintiff has waived any and all rights to a personal deficiency judgment against the mortgagor, Chicago Brother's LLC and the other persons liable for the indebtedness, Samy A. Marouki and Yvan A. Martinez Rengifo.

And it further appearing to the Court the Plaintiff has dismissed its claims against Samy A. Marouki and Yvan A. Martinez Rengifo, with prejudice.

And it further appearing to the Court that defendants 55 West Wacker Owners Association, Inc. an Illinois not-for-profit corporation; Travel Zap Inc., an Illinois corporation; Unknown Owners; and Non-Record Claimants have been served with process, but have failed to show good cause why this judgment should not be entered or agreed to pay the amount required to redeem in accordance with subsection 9(d) of 735 ILCS 5/15-1603;

And it further appearing to the Court that due notice of the presentation of this judgment has been given to all parties entitled thereto, and the Court being fully advised in the premises, does find from the files, records and competent evidence herein, as follows:

1. It has jurisdiction of the parties hereto and the subject matter hereof.
2. On August 25, 2008 Chicago Brother's LLC, Samy A. Marouki and Yvan A. Martinez Rengifo ("Borrowers") executed and delivered to Standard Insurance Company a Promissory Note dated August 25, 2008 in the amount of \$720,000.00 (the "Note"). A true and correct copy of the Note is attached as Exhibit A to the Complaint in this matter.
3. On August 25, 2008 Chicago Brother's LLC ("Mortgagor") executed a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing and delivered it to Standard Insurance Company (the "Mortgagee") on real property commonly known as 55 West Wacker Drive, Suite 750, Chicago, IL 60601 (the "Property"). A true and correct copy of the Mortgage is attached as Exhibit B to the Complaint in this matter.
4. On October 10, 2008 Standard Insurance Company assigned portions of its interest in the Note to Liberty Life Assurance Company of Boston, a New Hampshire stock life insurance company, Peerless Insurance Company, a New Hampshire stock insurance company, Employers Insurance Company of Wausau, a Wisconsin stock insurance company, The Ohio Casualty Insurance Company, a New Hampshire stock insurance company and United of Omaha Life Insurance Company, a Nebraska corporation. Standard Insurance Company and these assignees are hereafter referred to as the Lenders. The Assignment of Mortgage, Assignment of

UNOFFICIAL COPY

Rents, Security Agreement and Fixture Filing and Related Documents was recorded against the Property on November 5, 2008 as document number 0831008090.

5. On April 7, 2017 Standard Insurance Company, an Oregon corporation, Liberty Life Assurance Company of Boston, a New Hampshire stock life insurance company, Peerless Insurance Company, a New Hampshire stock insurance company, Employers Insurance Company of Wausau, a Wisconsin stock insurance company and The Ohio Casualty Insurance Company, a New Hampshire stock insurance company assigned their interest in the Note to 55 West Wacker Drive LLC, an Oregon limited liability company. The Assignment of Mortgage and Related Loan Documents was recorded against the Property on April 12, 2017 as document number 1710218070.

6. On June 12, 2017 55 West Wacker Drive, LLC and United of Omaha Life Insurance Company assigned all of their right, title and interest in the mortgage and promissory note which are the subject of the Complaint to Financial Instruments, LLC. The Assignment of Mortgage and Related Loan Documents was recorded against the Property on June 12, 2017 as document number 1710316372.

7. That all the material allegations of the Complaint are true and proven, and that 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 balance due as of 4/18/2017	\$625,748.54
(b) December 2016 payment default interest	\$ 16.10
(c) Interest due through 4/18/2017	\$ 12,678.61
(d) Default interest due through 4/18/2017	\$ 8,206.68
(e) Escrow Shortage	\$ 3,286.91
(f) Late Fees	\$ 185.20
(g) Returned Check Fee	\$ 20.00
(h) Pre-payment fee	\$ 27,609.00
(i) Environmental	\$ 3,570.00
(j) Appraisal	\$ 4,250.00
(k) McEwen Gisvold foreclosure attorneys' fees	\$ 6,259.33
(l) McEwen Gisvold receivership attorneys' fees	\$ 1,061.00
(m) Haskin foreclosure attorneys' fees	\$ 8,676.50
(n) Haskin receivership attorneys' fees	\$ 2,613.00
(o) costs of suit	\$ 1,964.48

TOTAL:	\$706,145.35
--------	--------------

Plus additional interest owed for each day after April 18, 2017 through the date of judgment in the amount of \$144.43.

UNOFFICIAL COPY

All the foregoing amounts have been accounted for in the Affidavit of Amy Frazey, the Affidavit of Jeffrey S. Burns and the Affidavit of Janice N. Turner filed herein by the Plaintiff.

7. The mortgaged real estate is not residential property.
8. The Mortgagor, Chicago Brother's LLC waived all rights of reinstatement and redemption and stipulated and consented to the entry of this judgment of foreclosure pursuant to 735 ILCS 5/1402 in favor of Plaintiff.
9. In consideration for the Mortgagor's consent to entry of this judgment, the Plaintiff has waived its right to seek a personal deficiency judgment against the mortgagor, Chicago Brother's LLC and the other persons liable for the indebtedness, Samy A. Marouki and Yvan A. Martinez Rengifo.
10. In consideration for Travel Zap Inc.'s withdrawal of its motion to dismiss and objection to the entry of this judgment of foreclosure, the Plaintiff has agreed that Travel Zap, Inc. shall have the use and occupancy rights provided in paragraph 3 below.
11. Defendants 55 West Wacker Owners Association, Inc., an Illinois not-for-profit corporation; Unknown Owners; and Non-Record Claimants have been served with process, but have failed to show good cause why this judgment should not be entered or agreed to pay the amount required to redeem in accordance with subsection 9(d) of 735 ILCS 5/15-1603.
12. 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 is described as follows:

Legal Description: See attached Exhibit A

Property Tax Identification Nos.: 17-09-423-156-0000, 17-09-423-157-0000
& 17-09-423-158-0000

Common Address: 55 West Wacker Drive, Suite 750, Chicago, IL 60601
13. That the rights and interests of all defendants to this cause in and to the Property herein before described are inferior to the lien of Plaintiff heretofore mentioned.
14. That in lieu of the original Note and the original Mortgage an Affidavit of Documents has been offered in evidence and exhibited in open Court, and Plaintiffs are hereby given leave to withdraw, if any, the original Note and the original Mortgage and in lieu thereof substitute true and correct copies therefore which are attached to the Complaint filed herein, and no further copies need be filed.

IT IS THEREFORE ORDERED AND ADJUDGED BY THIS COURT as follows:

1. In full satisfaction of the indebtedness secured by the Mortgage; title to the

UNOFFICIAL COPY

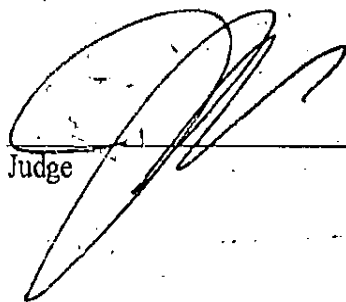
mortgaged real estate, described on Exhibit A hereto and referred to herein as the Property, is hereby vested in the Plaintiff Financial Instruments, LLC, a Michigan limited liability company, free and clear of any and all claims, liens and interests of Chicago Brother's LLC, a Florida limited liability company; 55 West Wacker Owners Association, Inc. an Illinois not-for-profit corporation and Travel Zap Inc., an Illinois corporation; Unknown Owners; and Non-Record Claimants.

2. Any right to possession possessed by Chicago Brother's LLC, a Florida limited liability company and 55 West Wacker Owners Association, Inc. an Illinois not-for-profit corporation is terminated and said parties shall surrender possession of the Property, 55 West Wacker Drive, Suite 750, Chicago, IL 60601 to the Plaintiff on or before July 30 2017. In the event possession is withheld, the Sheriff is directed to dispossess Chicago Brother's LLC, a Florida limited liability company and 55 West Wacker Owners Association, Inc. an Illinois not-for-profit corporation said premises.

3. Travel Zap Inc.'s right to possession of the Property pursuant to its lease with Chicago Brother's LLC is terminated. Travel Zap, Inc. may remain in possession of the Property through November 30, 2017 in exchange for the following use and occupancy payments to the Plaintiff: an initial payment in the amount of \$21,800.00 made payable to Financial Instruments, LLC and delivered to counsel for the Plaintiff on or before June 30, 2017 and subsequent monthly payments in the amount of \$3,800.00 made payable to Financial Instruments, LLC and delivered to its care of David E Ghannam, Esq., 15900 Michigan Ave., Ste.1, Dearborn, MI 48126, on or before August 1, 2017, September 1, 2017, October 2, 2017 and November 1, 2017. Travel Zap, Inc. shall be responsible for the payment of all utilities for the Property during its use and occupancy hereunder. Travel Zap, Inc. shall surrender possession of the Property to the Plaintiff on or before November 30, 2017. Travel Zap, Inc. may terminate its right to use and occupy the Property prior to November 30, 2017 by delivering Plaintiff thirty (30) days' written notice and payment for the remaining thirty (30) days use and occupancy. Plaintiff may move this Court to terminate Travel Zap, Inc.'s right to use and occupancy prior to November 30, 2017 if Travel Zap, Inc. fails to timely make any of the payments required herein. In the event possession is withheld by Travel Zap, Inc. beyond November 30, 2017, the Cook County Sheriff is directed to dispossess Travel Zap, Inc. from the Property, 55 West Wacker Drive, Suite 750, Chicago, IL 60601.

4. 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.

ENTER:


Judge

Judge John J. Curry, Jr.

JUN 30 2017

Circuit Court - 2126

Date: _____

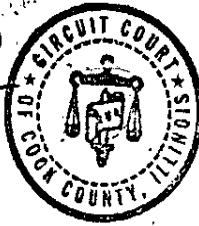
UNOFFICIAL COPY

Property of Cook County Clerk's Office

I hereby certify that the document to which this certification is affixed is a true copy.

DOROTHY BROWN JUL 12 2017
Date *Dorothy Brown*

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



UNOFFICIAL COPY

Prepared By:

Jeffrey S. Burns (No. 31392)
Haskin, Corrigan, Tabis & Parravano P.C.
Attorney for Plaintiff
128 S. County Farm Rd., Suite A
Wheaton, Illinois 60187
O: (630) 665-0800; F: (630) 665-1289
Email address for service of notice: jsburns@hctplaw.com

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A - Legal Description

PARCEL 1:

LOT(S) 7K, 7L AND 7M IN THE 55 WEST WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 17 IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED DECEMBER 10, 2007 AS DOCUMENT 0734403102 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 9, 1990 AND RECORDED AS DOCUMENT 91092145 FOR THE PURPOSE OF PROVIDING PEDESTRIAN ACCESS TO, FROM, AND THROUGH THE PLAZA (AS DEFINED IN SAID AGREEMENT) AND WALKWAY (AS DEFINED IN SAID AGREEMENT) FOR GRANTOR AND GRANTEE AND THEIR RESPECTIVE AGENTS AND FOR THE TENANTS OF GRANTOR'S BUILDING AND GRANTEE'S BUILDING AND THEIR EMPLOYEES, AGENTS AND INVITEES OVER THAT PART OF THE LAND AS DESCRIBED WITHIN SAID AGREEMENT AND AS DEFINED ON EXHIBIT C OF THE AGREEMENT.

PARCEL 3:

NON-EXCLUSIVE PERMANENT AND PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1, OVER AND UPON THE COMMON PROPERTIES, AS CREATED BY DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR 55 WEST WACKER DRIVE, MADE BY 55 CHICAGO PARTNERS, LLC DATED OCTOBER 23, 2007 AND RECORDED DECEMBER 10, 2007 AS DOCUMENT 0734403103, IN COOK COUNTY, ILLINOIS.

Property Tax Identification Nos.: 17-09-423-156-0000, 17-09-423-157-0000 & 17-09-423-158-0000

Common Address: 55 West Wacker Drive, Suite 750, Chicago, IL 60601