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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/02/2017 09:36 AM PG: 1 OF 4

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

CITIMORTGAGE, INC.)

Plaintiff,)

vs.)

FREDDIE GIVENS, LARRY W. GIVENS,)
CITIBANK, NA s/b/m to CITIBANK FSB,)
Unknown Owners and Nonrecord Claimants)

Defendants.)

Case No: 2013 CH 14665

Property Address:
3031 Lawrence Crescent
Flossmoor, IL 60422

CONSENT JUDGMENT OF FORECLOSURE

This cause coming to be heard upon the motion for entry of consent judgment of foreclosure filed by CitiMortgage, Inc. ("CMI") and the Court finding that (a) CMI commenced this action on June 13, 2013 by filing its complaint to foreclose mortgage; (b) Defendants Unknown Owners and Non-Record Claimants have been voluntarily dismissed from the litigation; (c) Defendants Freddie Givens and Larry Givens (the "Givens"), on one hand, and CMI, on the other, agreed to and executed a consent foreclosure stipulation dated October 2, 2017 ("Stipulation"); (d) CMI filed a motion for entry of judgment of consent judgment of foreclosure on October ~~2~~⁷, 2017; and (e) due and proper notice of the motion has been given to all parties to this action. The Court further finding that:

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1. It has jurisdiction over the parties and subject matter of this action.
2. The Givens executed a promissory note (the "Note") in the amount of \$170,000.00 dated September 13, 2002, which is secured by a mortgage (the "Mortgage") executed by the Givens and dated September 13, 2002. CMI is the present holder of the Note and Mortgage.
3. The Givens defaulted on the Note and Mortgage because they failed to make monthly payments under the Note and Mortgage.
4. As of June 13, 2013, the original principal amount required to repay the Note in full was \$148,994.35.
5. Pursuant to the Mortgage, CMI has a valid and subsisting lien on the property with a common address of 3031 Lawrence Crescent, Flossmoor, Illinois 60422 (the "Property") of \$148,994.35 (as of June 13, 2013) plus accruing interest, fees, penalties, tax delinquencies, and attorneys' fee and costs.
6. The Property herein referred to and foreclosed upon is described as follows:
Description of the Property:

LOT 37 IN HEATHER HILL 4TH ADDITION TO HEATHER HILL, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 31-12-315-021-0000.

Commonly known as 3031 Lawrence Crescent, Flossmoor, Illinois 60422.
7. The Givens have expressly waived any right to redemption via the Stipulation.
8. The rights and interests of all the Defendants remaining in this case (the Givens) in and to the Property are inferior to the lien of CMI.

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9. In consideration for the entry of this consent judgment of foreclosure and pursuant to 735 ILCS 5/15-1402(c), CMI specifically waives any and all rights to a personal judgment for deficiency against the Givens (to the extent any such rights to a personal judgment for deficiency are available) and against all persons liable for the indebtedness or other obligations secured by the Mortgage.

10. No party has filed an objection to the entry of this consent judgment of foreclosure and no party has paid the amount required to redeem the Property in accordance with 735 ILCS 5/15-1603.

11. The Stipulation agreed to and executed by CMI and the Givens was filed with this Court as **Exhibit D** to CMI's motion for entry of consent judgment of foreclosure.

12. The name and address to which tax bills can be mailed is:

CitiMortgage, Inc.
Attn: Tax Dept.
95 Methodist Hill Dr.
Suite 100
Rochester, NY 14623

NOW THEREFORE IT IS HEREBY ORDERED THAT:

A. Absolute title to the Property is vested absolutely in CMI and this executed order shall be deemed sufficient evidence to establish title vesting to CMI, free and clear of all claims, liens and interests of the Givens, and all persons claiming by, through or under the Givens.

B. Any rights in the Property that the Givens may have had are hereby terminated, including the right to redeem the Property or object to the entry of the consent judgment of foreclosure.

C. CMI is granted possession of the Property.

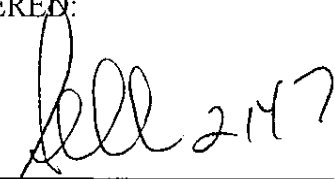
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D. CMI waives any and all rights to a personal judgment for deficiency against the Givens (to the extent any such rights to a personal judgment for deficiency are available), and against all other persons liable for the indebtedness or other obligations secured by the Mortgage.

E. The Court retains jurisdiction of the subject matter of this cause and of all the parties hereto for purposes of enforcing this consent judgment of foreclosure and expressly finds that there is no reason for delaying the enforcement of this judgment or an appeal therefrom.

DATE: _____

ENTERED: _____



JUDGE

Judge Gerald V. Cleary

NOV 01 2017

Circuit Court - 2147

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