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Lawrence M. Karlin
Karlin Associates, LLC
651 W. Washington Blvd., #205
Chicago, Illinois 60661



Doc# 1733444032 Fee \$78.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/30/2017 11:16 AM PG: 1 OF 21

RECORDED

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

36 HOLDINGS LLC, a Delaware limited liability
company,

Plaintiff,

vs.

EHC, LLC, an Illinois limited liability company,
JOHN J. WALLACE, THE CHICAGO TRUST
COMPANY, as successor trustee to Charter
National Bank & Trust Company, as trustee under
Trust Agreement No. 1720 dated March 29, 1999;
LJBV, LTD, an Illinois corporation; M.N.V., LLC,
a Nevada limited liability company; ROBERT J.
VOEGEL; MARLENE N. VOEGEL; UNITED
STATES CELLULAR OPERATING COMPANY
OF CHICAGO, LLC, a Delaware limited liability
company; SPRINTCOM, INC., a Kansas
corporation; and UNKNOWN OWNERS AND
NON-RECORD CLAIMANTS,

Defendants.

and GUARANTY NATIONAL TITLE
COMPANY, an Illinois corporation,

Intervening Defendant

No. 2015 CH 09675

Judge Michael F. Otto
Calendar 61
Room 2804

Properties at:

36 W. Randolph, Chicago, IL
and
1244-56 Rand Road, Des Plaines, IL

KA No 555.001

RECORDING COVER PAGE

Document to be Recorded: Judgment of Foreclosure and Sale

Bm

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Date Judgment Entered: November 29, 2017

Address of Property: 36 West Randolph Street, Chicago, IL 60601

PIN: 17-09-439-016-0000

Legal Description:

LOTS 5 TO 8, BOTH INCLUSIVE, IN THE ASSESSOR'S DIVISION OF LOT 5, 6 AND 8, AND ALL THAT PART OF ORIGINAL LOT 5 IN BLOCK 36, LYING SOUTH OF A LINE, RUNNING EAST AND WEST, AND 110 FEET SOUTH OF AND PARALLEL WITH SOUTH LINE OF THE FIRST ALLEY TO THE NORTH, AND LYING WEST OF A LINE, 60.24 FEET, EAST OF AND PARALLEL WITH THE EAST LINE OF DEARBORN STREET, AND NORTH OF THE NORTH LINE OF LOTS 5 AND 8, IN ASSESSOR'S DIVISION OF LOTS 5, 6, AND 8 IN BLOCK 36 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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

36 HOLDINGS LLC, a Delaware limited liability company,

Plaintiff,

vs.

EHC, LLC, an Illinois limited liability company, JOHN J. WALLACE, THE CHICAGO TRUST COMPANY, as successor trustee to Charter National Bank & Trust Company, as trustee under Trust Agreement No. 1720 dated March 29, 1999; LJBV, LTD, an Illinois corporation; M.N.V., LLC, a Nevada limited liability company; ROBERT J. VOEGEL; MARLENE N. VOEGEL; UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, a Delaware limited liability company; SPRINTCOM, INC., a Kansas corporation; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS,

Defendants.

and GUARANTY NATIONAL TITLE COMPANY, an Illinois corporation,

Intervening Defendant

For recorder's use one

No. 2015 CH 09675

Judge Michael F. Otto
Calendar 61
Room 2801

Properties at:

36 W. Randolph, Chicago, IL
and
1244-56 Rand Road, Des Plaines, IL

KA No. 555.001

JUDGMENT OF FORECLOSURE AND SALE

This cause coming to be heard on the motion of the Plaintiff, 36 Holdings LLC, a Delaware limited liability company ("*36 Holdings*" or "*Plaintiff*"), as successor by assignment to Lakeside Bank ("*Lakeside*"), for the entry of a Judgment of Foreclosure and Sale pursuant to 735 ILCS 5/15-1506(a)(2) following the Court's order of August 8, 2017 granting summary judgment in favor of Plaintiff, The Court finds that due and proper notice has been given; that

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Plaintiff commenced this action by filing its Complaint for Foreclosure and Other Relief (“*Complaint*”) to foreclose its mortgages on two parcels of improved real property commonly known as 36 W. Randolph Street, Chicago, Illinois (at times referred to as the “*Dearborn Building*”) and 1244-56 Rand Road, Des Plaines, Illinois (at times referred to as the “*Rand Road Property*”) and which the respective legal descriptions are attached as Exhibit A and Exhibit B (each being a “*Property*” and, collectively, the “*Properties*”); and to foreclose its security interests in certain personal property against defendants EHC, LLC, an Illinois limited liability company (“*EHC*”); John J. Wallace (“*Wallace*”); The Chicago Trust Company, as successor trustee to Charter National Bank & Trust Company, as trustee under Trust Agreement No. 1720 dated March 29, 1999 (“*CT Trust*”); LJBV, Ltd, an Illinois corporation (“*LJBV*”); M.N.V., LLC, a Nevada limited liability company (“*M.N.V.*”); Robert J. Voegel; Marlene N. Voegel (Robert J. Voegel and Marlene N. Voegel are sometimes referred to collectively as the “*Voegels*”); United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company (“*US Cellular*”); and Unknown Owners and Nonrecord Claimants, by Order dated August 4, 2017 GURARANTY NATIONAL TITLE COMPANY, an Illinois corporation, (“*GNT*”) was granted leave to intervene as a party defendant to assert its alleged rights under a certain commercial lease agreement, and finding further:

I JURISDICTION

1. The Court has jurisdiction of the parties to and subject matter of this action.
2. The following Defendants have each been properly served with summons and a copy of the Complaint or have voluntarily appeared on the dates shown:

<u>Defendant</u>	<u>Date</u>
EHC	Appeared August 24, 2015.

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Wallace	Appeared July 28, 2015.
CT Trust, as successor trustee,	Appeared August 28, 2015.
LJBV	Appeared August 24, 2015.
M.N.V.	Served July 6, 2015.
Robert J. Voegel	Answered November 23, 2015.
Marlene N. Voegel	Appeared August 24, 2015.
US Cellular	Served on June 14, 2015.
Sprintcom, Inc.	Dismissed March 21, 2016.
Unknown Owners and Nonrecord Claimants	Served by publication on July 2, 2015, July 9, 2015, and July 16, 2015.
Guaranty National Title Company	Appeared August 4, 2017 after Petition to Intervene granted by Order dated August 4, 2017.

II

EVIDENTIARY FINDINGS

1. M.N.V.; US Cellular; and Unknown Owners and Nonrecord Claimants are in default for failure to appear.
2. Count VI of the Complaint is voluntarily dismissed without prejudice.
3. All material allegations of the Complaint are true and proven and are supported by the Complaint and affidavits submitted by 36 Holdings.
4. The following documents (collectively the "*Loan Documents*") have been attached to Plaintiff's Complaint as Exhibits 1 through 14, and the authenticity thereof established by Plaintiff in connection with the hearing on Plaintiff's motion for summary judgment:
 - a. Promissory Note for Loan 6062659-01 dated April 15, 2010 ("*Note-1*") signed by EHC, LJBV, Charter, and the Voegels in the original principal amount of \$4,785,000.00, together with an Allonge to Note-1 executed on behalf of Lakeside and 36 Holdings on April 30, 2015;

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- b. Mortgage in favor of Lakeside dated as of April 15, 2010 from EHC and Wallace and recorded with the Cook County Recorder of Deeds on April 21, 2010 as Document No. 1011131105 (hereafter "*Mortgage-1*");
- c. Assignment of Rents and Leases to Lakeside dated as of April 15, 2010 from EHC and Wallace, and recorded with the Cook County Recorder of Deeds on April 21, 2010 as Document No. 1011131106;
- d. Modification of Mortgage dated as of February 10, 2012 from EHC and Wallace, and recorded with the Cook County Recorder of Deeds on March 8, 2012 as Document No. 1206845056;
- e. Debt Modification Agreement dated February 10, 2012 by and between Lakeside, as Lender and EHC, LJBV, CT Trust, and the Voegels, as Borrowers, modifying Loan 6062659-01;
- f. Assignment of Mortgage executed by Lakeside and recorded on May 7, 2015 in Cook County, Illinois as Document No. 1512749070.
- g. Promissory Note for Loan 60626593 dated February 10, 2012 ("*Note-2*") signed by EHC, CT Trust and the Voegels in the original principal amount of \$1,272,254.00, together with an Allonge to Note-2 executed on behalf of Lakeside and 36 Holdings on April 30, 2015 (Note-1 and Note-2 are collectively referred to as the "*Mortgage Notes*");
- h. Mortgage in favor of Lakeside dated as of February 10, 2012 from EHC and Wallace, recorded on March 8, 2012, with the Cook County Recorder as Document 1206845050 (hereafter "*Mortgage-1*");
- i. Mortgage in favor of Lakeside dated as of April 15, 2010 from Charter and recorded with the Cook County Recorder of Deeds on April 21, 2010 as Document No. 1011131107 (hereafter "*Mortgage 3*");
- j. Assignment of Rents and Leases to Lakeside dated as of April 15, 2010 from LJBV, and recorded with the Cook County Recorder of Deeds on April 21, 2010 as Document No. 1011131108;
- k. Modification of Mortgage dated as of February 10, 2012 from CT Trust and recorded with the Cook County Recorder of Deeds on March 8, 2012 as Document No. 1206845058;
- l. Mortgage in favor of Lakeside dated as of February 10, 2012 from CT Trust as successor trustee to Charter and recorded with the Cook County Recorder of Deeds on March 8, 2012 as Document No. 1206845055 (hereafter "*Mortgage-4*") (Mortgage-1, Mortgage-2, Mortgage-3, and Mortgage-4 are referred to collectively as the "*Mortgages*");
- m. Security Agreement dated April 15, 2010 entered into by Lakeside, EHC, LJBV, and Wallace; and

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- n. Security Agreement dated February 10, 2012 entered into by Lakeside and M.N.V. (The two aforementioned Security Agreements are referred to collectively as the "*Security Agreements*." The personal property described in the Security Agreements is referred to collectively as the "*Personal Property*.")

III FEES AND COSTS

1. 36 Holdings has been compelled to employ and retain attorneys to prepare and file the Complaint and to represent and advise 36 Holdings in the foreclosure of the Mortgages, and to represent its interests in bankruptcies filed by EHC and LJBV. As a result thereof, 36 Holdings has and will thereby become liable for the usual, reasonable and customary fees of the attorneys as was more fully set forth in the Supplement Affidavit of Lawrence M. Karlin.

2. 36 Holdings has been compelled to advance and will be compelled to advance, after entry of this Judgment, 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, receiver's fees, attorneys' fees and filing fees, costs of publication, costs of procuring and preparing documentary evidence and costs of procuring foreclosure minutes and a title insurance policy.

3. Under the terms of the Loan Documents, all such advances, costs, attorneys' fees and other fees, expenses and disbursements are made a lien upon the Properties, and 36 Holdings is entitled to recover all such advances, costs, attorneys' fees, expenses and disbursements, together with interest on all advances at the rate provided in the Loan Documents from the date on which such advances are made.

4. In order to protect the liens of the Mortgages, it was and may become necessary for 36 Holdings and its predecessor in interest to pay taxes and assessments which had been levied upon the Properties and/or to pay fire and other hazard insurance premiums on the Properties and/or to make such repairs to the Properties as may reasonably be deemed necessary

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for the proper preservation thereof or to incur other costs and expenses, including appraisal fees, as provided in the Mortgages.

5. 36 Holdings is the holder of Receiver Certificate No. 1 in the amount of \$100,000.00 dated April 3, 2017 and recorded with the Cook County Recorder of Deeds on April 4, 2017 as Document 1709422034. The Certificate was issued to secure and advance of funds in that amount to the Receiver to cover a shortfall in available funds to pay general real estate taxes due on the property at 36 West Randolph, Chicago, Illinois.

IV ULTIMATE FINDINGS

1. The equities in this cause are with 36 Holdings, who is entitled to a Judgment of Foreclosure and Sale in accordance with the prayer of the Complaint together with interest thereon at the statutory rate after the entry of this Judgment and additional court costs, expenses of sale, and additional costs and expenses that 36 Holdings may incur as set forth in the Loan Documents, which shall be included in an amended or additional judgment at the time this Court enters an order confirming the sale provided for herein.

2. 36 Holdings, is the holder of valid Mortgages and Security Agreements and, by virtue thereof, has liens upon the Properties and the Personal Property, and all rents, issues and profits therefrom, including rents collected by the court-appointed receiver, which is prior, paramount and superior to all other mortgages, claims or interests and liens upon the Properties and Personal Property and prior and superior to the leasehold interest of GNT in 36 W. Randolph Street, Chicago, IL, except for (i) real estate taxes, (ii) special assessments, and (iii) the interest in the Dearborn Building (as described in the attached Exhibit A) arising out of a Memorandum of PCS Site Agreement recorded with the Cook County Recorder of Deeds on April 14, 1998 as Document Number 98289792.

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3. As of November 29, 2017, (unless another date is stated below), there is due 36 Holdings under the Loan Documents, the sum of \$7,350,383.86 and Plaintiff has a valid lien upon the Properties and the Personal Property in that amount. The aforesaid amount consists of the following:

Note

1 Loan 606266591

PRINCIPAL AND INTEREST NOTE 1

	Principal Balance	3,238,355.52
	Accrued note rate interest as of 4/29/15	6,071.92
	Default Interest at 5% from 4/18/14 to 4/29/15	172,787.77
	Default and Note Rate Interest at 9.5% from 4/30/15 to 11/29/17	807,564.91
	Late Fees	16,658.84
Protective Advances		
	RE Taxes Paid	692,594.42
	Appraisal Fees	24,700.00
Interest on Protective Advances to 11/29/17		283,216.53
Total Payoff - Note 1		5,241,949.91

Note

2 Loan 60626593

PRINCIPAL AND INTEREST NOTE 2

	Principal Balance	1,212,405.82
	Accrued note rate Interest to 4/29/15	29,853.30
	Default Interest at 5% from 4/18/14 to 4/29/15	63,656.67
	Default and Note Rate Interest at 9.5% from 4/30/15 to 11/29/17	302,343.70
		1,608,259.72
Receiver Certificate 1 with interest from 4/2/17 to 11/29/17		106,359.72
Attorneys' s Fees and costs - Karlin Associates		
Foreclosure 555.001 to 11/1/17 (not including fees for Citation in Bankruptcy or fees to which sustained objections)		337,006.95
Foreclosure Costs 555.001 to 11/1/17		19,555.68
ECH v. Shapiro et al 555.02 Fees to 6/30/17		7,198.75
EHC v. Shapiro Costs 555.002 to 6/30/17		259.11
Default Interest on paid Fees as of 11/29/17		29,794.24
Total Fees and Costs with Interest		393,814.73
TOTAL DUE AS OF NOVEMBER 29, 2017		7,350,383.86
Interest continues to accrue on the above balance at the total per diem rate of:		1,435.04

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4. The court has reviewed the attorneys' fees and costs of 36 Holdings allowed herein, and those fees and costs were necessarily incurred and are fair, reasonable, customary and proper charges to be allowed to 36 Holdings as attorneys' fees and costs in this proceeding in accordance with the terms of the Loan Documents, which have been added to and become a part of the indebtedness due to 36 Holdings.

5. The total amount due 36 Holdings under the Mortgage Notes, as of November 6, 2017 (excluding fees and costs after November 1, 2017 and interest after November 6, 2017) is \$7,350,383.86 and judgment shall be entered in favor of 36 Holdings in that amount. The judgment shall bear interest at the statutory rate of 9% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that a Judgment for Foreclosure and Sale is granted to Plaintiff and against all Defendants and it is further ordered as follows:

V

ORDER FOR FORECLOSURE

1. In the event Plaintiff is not paid the amount due of \$7,350,383.86, as set forth in Section IV, Paragraph 5 above, before the expiration of five days from and after the date of this Judgment, plus interest at the statutory judgment rate from the date of judgment, the Properties, with all improvements, fixtures and appurtenances thereto and the Personal Property may be sold at public auction (the "Public Sale") to the highest bidder for cash as hereinafter provided, to satisfy the total amount due to the Plaintiff as set forth in this Judgment, together with interest thereon at the statutory judgment rate from the date of the Judgment and such additional costs and attorneys' fees that Plaintiff may incur and taxes, expenses and interest that may become due under the Loan Documents after the date of this Judgment or that may have accrued or become due prior to this Judgment under the Loan Documents but have not been included herein.

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2. In the event the Plaintiff is a purchaser of one or both of the Properties and Personal Property associated therewith at the Public Sale, the Plaintiff may offset against the purchase price of such real estate and personal property the amounts due under this Judgment of Foreclosure and Sale and the order confirming the sale plus accrued judgment interest plus any payments made by Plaintiff for real estate taxes or sums paid to the Receiver for which Receiver's Certificates are issued.

3. The Properties herein referred to and hereby foreclosed and directed to be sold consist of two separate parcels of improved non-residential real estate commonly known as 36 West Randolph Street, Chicago, Illinois (the "*Dearborn Building*"), as legally described in Exhibit A, and 1244-1256 Rand Road, Des Plaines, Illinois, as legally described in Exhibit B (the "*Rand Road Property*"). The Personal Property herein referred to and hereby foreclosed and directed to be sold is described in Exhibit C.

4. In the event of a Public Sale, 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 Properties or the Personal Property.

5. Deeds and bills of sale shall be issued to the purchaser at such sale according to law, and such purchasers shall be let into possession of the Properties and Personal Property in accordance with statutory provisions.

VI REDEMPTION

1. This is a foreclosure of mortgages of commercial real estate and security interests in certain personal property and not a foreclosure of a mortgage of residential real estate.

2. Under the Mortgages, the mortgagors waived any and all rights of redemption from the foreclosure sale of the Properties which waiver is fully effective and binding as to all of the parties hereto.

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VII ORDER FOR JUDICIAL SALE

1. Each of the Properties and the Personal Property shall be sold for cash at the Public Sale on such date as the sale may be scheduled in accordance with the provisions in paragraph 2 below, by the Judicial Sales Corporation, One South Wacker Drive, 24th Floor, Chicago, Illinois (“*Selling Officer*”) in accordance with the applicable statutory provisions at a time and place selected by Plaintiff or the Selling Officer, and, with respect to the Dearborn Building (as described in the attached Exhibit A), subject to the Memorandum of PCS Site Agreement recorded with the Cook County Recorder of Deeds on April 14, 1998 as Document Number 98289792, as identified and described in Section IV, Paragraph 2, above. The Properties may, at the election of 36 Holdings, be sold by the parcel or sold *en masse*.

2. Any notice of Public Sale is to comply with 735 ILCS 5/15-1507. The publication of such notice shall be deemed sufficient in accordance with 735 ILCS 5/15-1507, provided that the publications were by an advertisement in newspapers circulated to the general public in the county in which the Properties are located, in the section of those newspapers where legal notices are commonly placed and a separate advertisement in the section of such newspapers in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public. The public notice shall include, along with the information required by 735 ILCS 5/15-1507, the following additional terms of sale: (i) any successful bidder except Plaintiff shall make at the time of sale a non-refundable payment of 20% of the successful bid amount by cash or certified funds, and (ii) the balance shall be paid by cash or certified funds within 24 hours of the date of sale, plus interest at the statutory judgment rate from the date of the Judgment to the date of payment. The notice of the public sales of the Properties as set forth above ~~may be contained in a single publication~~ ^{shall be in two} but such notice shall provide whether the Properties shall be sold separately or *en masse*.

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3. 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 Selling Officer and the bidder, the funds submitted shall be forfeited to Plaintiff, and Plaintiff has the option to have the Property sold to the next highest bidder for that Property. In the event there is a third party bidder other than Plaintiff, the Selling 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 Selling Officer shall be deemed sufficient notification by the Plaintiff to exercise its option to forfeit the funds. Each Property will be offered for sale without any representation as to quality or quantity of title or recourse to Plaintiff.

4. At the time of any motion to confirm the public sales, the moving party shall be required to present evidence that the person who caused the publication of notice of Public Sale also gave notice of the sale to all parties in the action who have appeared and have not heretofore 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 and complaint, not more than 45 days nor less than 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 this court together with a certificate of counsel or other proof that notice has been served in compliance with this Section.

5. The sales may be adjourned at the discretion of 36 Holdings or the Selling Officer. The party who gives notice of Public Sale shall again give notice of any adjourned sale; provided, however, that if the adjourned sale is to occur less than 60 days after the last scheduled sale, notice of any adjourned sale need not be given.

6. Upon the sales of the Properties and Personal Property, the Selling Officer shall give a certificate of sale and a bill of sale to the purchaser of each of the Properties and cause

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such certificate of sale to be recorded. The certificate and bill of sale for each of the Properties shall be freely assignable by endorsement thereon.

VIII TRANSFER OF TITLE

1. Upon or after confirmation of the sale, the Selling Officer or the court shall execute, for each of the Properties, a deed and bill of sale to the purchaser sufficient to convey title, which deed shall identify the court and the caption of the case in which Judgment was entered authorizing issuance of the deed. Signature and the recital in the deed and bill of sale of the title or authority of the person signing the deed as grantor, of authority pursuant to this Judgment and of the giving of the notices required by statute shall be sufficient proof of the facts recited and of such authority to execute the deed and bill of sale, but such deed and bill of sale shall not be construed to contain any covenant on the part of the person executing them.

2. Delivery of the deeds and bills of sale executed on the sale of the Properties and Personal Property, even if the purchaser is a party to the foreclosure, shall be sufficient to pass the title thereto. Such conveyance shall be an entire bar of all claims of parties to the foreclosure.

IX REPORT OF SALE AND CONFIRMATION

1. The Selling Officer shall promptly make and file a report of sale with the clerk of this court specifying the amount of proceeds of sale realized and the disposition thereof.

2. If the money arising from said sale shall be insufficient to pay the amounts due to Plaintiff with interest and the costs and expenses of sale, the Selling Officer shall specify the amount of such deficiency in the report of sale. In the case of any deficiency, all rents, issues and profits of and from the Properties paid to or obtained by the court appointed Receiver not previously paid to Plaintiff or applied to other operating expenses approved by the Court, including any fees due the Receiver or his counsel, shall be paid to Plaintiff to reduce the amount

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of such deficiency. Plaintiff is, by this judgment, granted a lien, prior and superior to the rights of all defendants in and to such rents, issues and profits, until the deficiency shall be paid in full.

3. 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. The confirmation order may also approve and include a judgment for the Plaintiff's attorneys' fees, costs and additional advances such as payment of real estate taxes arising between the entry of the judgment of foreclosure and the confirmation hearing and provide for the turnover of any funds held by the court appointed receiver. In the event the aggregate proceeds of the sales is insufficient to pay all sums due Plaintiff, the Court may enter a judgment *in personam* against EHC, LJBV, Robert J. Voegel, and Marlene N. Voegel, jointly and severally, for the deficiency.

APPLICATION AND DISTRIBUTION OF PROCEEDS

The proceeds resulting from the Public Sale shall be applied in the following order:

1. The reasonable expenses of sale.
2. To the holder of Receiver's Certificates, if any, issued pursuant to order of this Court.
3. Plaintiff's reasonable expenses of securing possession before sale, holding, maintaining, and preparing the Properties for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, and, to the extent provided for in the Mortgages or other recorded agreement and not prohibited by law, Plaintiff's reasonable attorneys' fees, payments made by Plaintiff pursuant to applicable Illinois Compiled Statutes, and other legal fees and expenses incurred and interest accrued pursuant to the Mortgage Notes and Mortgages or real estate taxes paid by Plaintiff not otherwise included in this Judgment. Pursuant to Section 15-1506(h) of the Illinois Mortgage Foreclosure Act [735

ILCS 5/15-1506(h)] all issues related to the priority to be afforded the claims of the Receiver and
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his counsel for payment of receiver's fees, legal fees and expenses and other costs incident to the Receiver's management of the Properties are reserved the proving of the priority of such interest, if any, of the Receiver and his counsel in the proceeds of the sale is deferred until the hearing to confirm the sale.

4. To Plaintiff, the amounts found due to the Plaintiff in this Judgment and the order confirming sale.

5. If Plaintiff is the successful bidder at said sale, the amount due the Plaintiff under this Judgment and any Receiver's Certificate, if any, plus all costs, advances and fees hereunder with interest accrued between entry of Judgment and confirmation of sale shall be taken as a credit on its bid.

6. To the Receiver in the amount of any Receiver's fees and expenses incurred by the Receiver, including attorney's fees which have been approved by the Court but remain unpaid.

7. Remittance of any surplus thereafter to be held by the person appointed by the court to conduct the sale until further order of the court. If there is a surplus, such person conducting the sale shall send written notice to all parties to the proceeding advising them of the amount of the surplus, and that the surplus shall be held until a party obtains a court order for its distribution or until, in the absence of an order, the surplus is forfeited to the State.

XI POSSESSION

1. After the entry of this Judgment, and the entry of an order discharging the Receiver, Plaintiff shall, at its sole election and discretion, have exclusive possession of the Properties and Personal Property and, after the Public Sale ordered herein, the purchaser, if other than Plaintiff, shall have Plaintiff's right to be placed in possession of the Property and Personal Property.

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XII RETENTION OF JURISDICTION

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.

Dated: _____

Entered: Judge Michael F. Otto

NOV 29 2017

Circuit Court - 2065

Judge

Prepared by:
Lawrence M. Karlin
KARLIN ASSOCIATES LLC #58770
651 W. Washington St., Ste. 205
Chicago, IL 60661
Email: LKARLIN@KE-LLP.COM
Telephone: 312-845-2515

Property of Cook County Clerk's Office

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

DOROTHY BROWN NOV 30 2017
Date *Dorothy Brown*

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



Property of Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION OF DEARBORN BUILDING

Lots 5 to 8, both inclusive, in the Assessor's Division of Lot 5, 6 and 8, and all that part of original Lot 5 in Block 36, lying South of a line, running East and West, and 110 feet South of and parallel with South line of the first alley to the North, and lying West of a line, 60.24 feet, East of and parallel with the East line of Dearborn Street, and North of the North line of lots 5 and 8, in Assessor's Division of Lots 5, 6, and 8 in Block 36 in Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-09-439-016

The property is located in Cook County at 36 West Randolph Street, Chicago, Illinois 60601.

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EXHIBIT B LEGAL DESCRIPTION OF RAND ROAD PROPERTY:

That Part of Lot 1 of Staeger's Subdivision of the South East 1/4 of Section 8, and the North East 1/4 of Section 17, Township 41 North, Range 12 East of the Third Principal Meridian, as recorded September 19, 1881, in Book 16 of Plats, page 1, AD348716 in Cook County, Illinois, described as follows: Commencing at the intersection of the East line of the West 100 feet of said Lot 1 and the Southerly right of way line of Commonwealth Edison Company, said intersection being a distance of 392.89 feet South of the North line of the North East 1/4 of said Section 17; thence Northeasterly along said Southerly right of way line a distance of 541.65 feet to an angle point in the Southerly right of way line for a point of beginning, said angle point being 622.72 feet East, and 271 feet South of the North West corner of the North East 1/4 of said Section 17, thence Southwesterly a distance of 456.41 feet to a point in the Southwesterly line of said Lot 1, which is a distance of 73.34 feet Northwesterly of the South East corner of said Lot 1; thence Northwesterly along the Southwesterly line of said Lot 1 a distance of 230.8 feet to a point which is a distance of 99.76 feet Southeasterly of the intersection of said line with the East line of the West 100 feet of said Lot 1; thence Northeasterly along a line drawn from said point to a point in the Southerly right of way line of said Commonwealth Edison Company which is a distance of 193.55 feet Northeasterly of the East line of the West 100 feet of Lot One; a distance of 187.80 feet; thence Northeasterly along the Southerly right of way line of said Commonwealth Edison Company, a distance of 348.1 feet to the point of beginning, in Cook County, Illinois.

PIN: 09-17-200-111-0000

The property is located in Cook County at 1244-1256 Rand Road, Des Plaines, Illinois 60016.

UNOFFICIAL COPY

EXHIBIT C PERSONAL PROPERTY

- A. Inventory.** All inventory which EHC, LJBV, Wallace, and/or M.N.V. (hereafter, "Borrowers") hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in progress, or materials used or consumed in Borrowers' business.
- B. Accounts and Other Rights to Payment.** All rights Borrowers have now or in the future to payments including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned, whether or not Borrowers have earned such payment by performance. This includes any rights and interests (including all liens and security interests) which Borrowers may have by law or agreement against any Account Debtor or obligor of Borrowers.
- C. General Intangibles.** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Borrowers' names.
- D. Equipment.** All equipment including, but not limited to, all electrical, plumbing, fire prevention or other fixtures or equipment, used for the operation and preservation of the Properties.