

# UNOFFICIAL COPY

## Memorandum of Judgment



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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/13/2019 03:54 PM PG: 1 OF 4

IN THE CIRCUIT COURT OF  
COOK COUNTY, ILLINOIS  
JPMORGAN CHASE BANK, N.A.,

v.

ANTHONY BAROUD and AIMEE  
BAROUD

Recorder's Stamp

No. 18 L 3291

## MEMORANDUM OF CERTIFIED COPY OF JUDGMENT

On February 4, 2019, judgment was entered in this court  
in favor of the plaintiff JPMorgan Chase Bank, NA

and against defendant Anthony Baroud

whose address is 211 E. Circle Avenue, Prospect Heights, IL 60070

in the amount of \$ 132,654.36.

A Certified Copy of the Foregoing Judgment is Attached Hereto.

Atty. No.: 48614

Name: Robert F. Rabin (Thompson Coburn LLP)

Atty. for: JPMorgan Chase Bank, N.A.

Address: 55 East Monroe Street, 37th Floor

City/State/Zip: Chicago, IL 60603

Telephone: 312-346-7500

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DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

RC  
CCRD REVIEW

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

JPMORGAN CHASE BANK, N.A.,

PLAINTIFF,

v.

ANTHONY BAROUD and  
 AIMEE BAROUD,

DEFENDANTS.

CASE NO. 2018-L-003291

JUDGE DIANE M. SHELLEY

CALENDAR W



MEMORANDUM ORDER AND OPINION  
 ON PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

This matter comes on to be heard on *Plaintiff's Motion for Summary Judgment*. In April 2018, plaintiff, JPMorgan Chase Bank, N.A. (JPMorgan), filed a complaint against defendants, Anthony Baroud and Aimee Baroud (the Barouds), following the alleged default of payment on a promissory note. The complaint alleged that the Barouds (1) on or about March 31, 2011, executed a promissory note payable to JPMorgan; (2) failed to pay the entire balance under the note after JPMorgan's demand; (3) are in default under the terms of the note. In September 2018, JPMorgan filed the instant motion for summary judgment, attaching several affidavits seeking to substantiate the principal and interest, as well as attorney fees arising from this litigation. The Barouds did not file a response or counteraffidavits. Because plaintiff's filings establish there is no genuine issue of material fact and that it is entitled to judgment as a matter of law, the motion is granted.

**BACKGROUND**

JPMorgan is a national banking association maintaining offices in Illinois and throughout the United States. (Verified Ans. ¶ 1.) The Barouds are individuals residing in Prospect Heights, Illinois. (Verified Ans. ¶ 2-3.) On or about March 31, 2011, the Barouds executed and delivered a promissory note to JPMorgan in the original principal sum of \$122,287.34. (Verified Ans. ¶ 4.)

The Barouds failed to pay under the terms of that promissory note, as reflected in the transaction history attached at exhibit 2 of Barbra J. Lopez's affidavit, who is an associate of JPMorgan. (Pl.'s Mot. for Summ. J., Ex. C, Aff. of Barbra J. Lopez ¶ 5, Ex. 2.) The transaction history purports to show that, as of July 26, 2018, the remaining balance on the Barouds' account

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was \$122,287.34, plus interest of \$3,013.53, late fees and costs of \$403.29. Those amounts total \$125,704.16.

The March 2011 promissory note provides for the collection of attorney fees, which JPMorgan may pay in collecting from the Barouds. (See Aff. of Barbra J. Lopez, Ex. 1 at 2 of "Additional Terms.") According to the affidavit of Attorney Robert F. Rabin, attorney fees in this cause (as of August 7, 2018) total \$6,287.20 plus court costs of \$663.00. Those amounts total \$6,950.20.

In aggregate, the affidavits filed by JPMorgan reflect damages equal to \$132,654.36. On November 28, 2018, the court granted the Barouds leave to file a response to JPMorgan's motion for summary judgment, on or before December 12, 2018. Neither a response nor any counter-affidavits were filed. JPMorgan did not file a reply.

## ANALYSIS

"Summary judgment is proper where, when viewed in the light most favorable to the nonmoving party, the pleadings, depositions, admissions, and affidavits on file reveal that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *Id.*; see 735 ILCS 5/2-1005(c). A genuine issue of material fact exists when the material facts are disputed or when the material facts are undisputed but reasonable persons might draw different inferences from those undisputed facts. *Carney v. Union Pacific R.R. Co.* 2016 IL 118984, ¶ 25. "Although summary judgment can aid in the expeditious disposition of a lawsuit, it remains a drastic means of disposing of litigation and, therefore, should be allowed only where the right of the moving party is clear and free from doubt." *Williams v. Manchester*, 228 Ill. 2d 404, 417 (2008) "[F]acts contained in an affidavit in support of a motion for summary judgment, which are not contradicted by counter-affidavit are admitted and must be taken as true for purposes of the motion." *Purtill v. Hess*, 111 Ill. 2d 229, 241 (1986).

Here, the Barouds admitted in their verified answer that they executed and delivered a promissory note in the original, principal amount of \$122,287.34. JPMorgan's affidavits establish a rebuttable presumption that the principal amount, interest, and late-fees total \$125,704.16; furthermore, attorney fees, and court-costs total \$6,287.20. All told, JPMorgan's damages total \$132,654.36. Because the Barouds did not file a responsive brief or any

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counter-affidavits in response to JPMorgan's motion for summary judgment, the factual allegations in JPMorgan's affidavits are taken as true under *Purtill v. Hess*. Accordingly, the court does not find a genuine dispute of material fact in this case, and JPMorgan is entitled to judgment as a matter of law.

**IT IS HEREBY ORDERED:**

- 4021 I. *Plaintiff's Motion for Summary Judgment* is granted.
- II. Judgment is entered in favor of plaintiff, JPMorgan Chase Bank, N.A., and against defendants, Anthony Baroud and Aimee Baroud, in the total amount of \$132,654.36, as delineated herein:
  - a. \$122,287.34, in principal;
  - b. \$3,913.53 in interest;
  - c. \$403.29 in costs and late fees;
  - d. \$6,287.20 in attorney fees;
  - e. \$663.00 in court costs
- 4331 III. The court date of February 26, 2019, at 9:45 a.m. is stricken.

ENTER:

Judge Diane M. Shelley #1925  
February 4, 2019

Judge Diane M. Shelley

FEB 04 2019

Circuit Court -- 1925

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

DATE: FEB 08 2019

CLERK OF COURT  
OF COOK COUNTY, ILL.