

# UNOFFICIAL COPY

When Recorded Return To:

Tina M. Jacobs, Esq.  
Joy Pinta, Esq.  
JACOBS & PINTA  
77 West Washington Street, 1005  
Suite 1005  
Chicago, Illinois 60602  
(312) 263-1005

SEND TAX BILLS TO:  
FIRST SECURE COMMUNITY BANK  
670 N. SUGAR GROVE PKWY  
SUGAR GROVE, ILLINOIS 60054



Doc# 1920016136 Fee \$88.00

CHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/19/2019 03:49 PM PG: 1 OF 8

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

FIRST SECURE COMMUNITY BANK, f/k/a  
AMERICAN HEARTLAND BANK AND TRUST,

Plaintiff,

v.

CHICAGO TITLE LAND TRUST COMPANY, a/t/  
Trust Agreement dated December 8, 2008 and Known  
as Trust No. 8002352214; JANE L. PATTISON; THE  
CITY OF CHICAGO; "UNKNOWN OWNERS" and  
"NON-RECORD CLAIMANTS,"

Defendants.

No. 2019 CH 5975

Judge Gerald V. Cleary

Cal. 63

Property Address

8342 S. Kingston Avenue  
Chicago, IL 60617  
8708 S. Saginaw Avenue  
Chicago, IL 60617  
8521 S. Yates Blvd.  
Chicago, IL 60617

**CONSENT JUDGMENT OF FORECLOSURE  
ON COUNTS I, II AND III OF COMPLAINT**

THIS CAUSE being heard on the Complaint filed herein and on the Motion of Plaintiff for  
Entry of Judgment of Consent Foreclosure on Counts I, II and III of its Complaint pursuant to 735  
ILCS 5/15-1402;

IT APPEARING TO THE COURT that due notice has been served; that Defendants herein  
were duly served by Summons and/or by publication or have otherwise submitted to the jurisdiction  
of this Court; that Defendant, CHICAGO TITLE LAND TRUST COMPANY, a/t/u Trust Agreement

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dated December 8, 2008 and Known as Trust No. 8002352214, as Borrower and Mortgagor, and JANE L. PATTISON, as Guarantor, have expressly agreed to the entry of a Consent Judgment of Foreclosure on Counts I, II and III of Plaintiff's Complaint; and the Court being otherwise fully advised, FINDS:

1. That it has jurisdiction over the parties to and the subject matter of this suit.
2. That all material allegations of Counts I, II and III of the Complaint herein are true and proved, and that the allegations contained in Counts I, II and III of the Complaint are confessed by and against all Defendants herein.
3. That by virtue of the Notes and Mortgages alleged in Counts I, II and III of the Complaint, and as established by the Stipulation for Entry of Judgment of Consent Foreclosure, there is due to Plaintiff, and Plaintiff has valid and existing liens upon the property hereinafter described, for the following amounts:

(a) For Plaintiff's use and benefit for funds advanced and for the cost of this action to date:

|   |                   |
|---|-------------------|
| (1) Clerk's Fees .....                    | \$378.64          |
| (2) Service of Summons .....              | 110.00            |
| (3) Recording of Lis Pendens Notice ..... | 50.00             |
| (4) Extraordinary Postage.....            | 21.14             |
| (5) Title Charges.....                    | 450.00            |
| (6) Publication for Service .....         | 665.00            |
| (7) Reasonable Attorneys' Fees.....       | 5,244.00          |
| <b>TOTAL.....</b>                         | <b>\$7,918.78</b> |

(b) For Plaintiff's use and benefit, but subject and subordinate to the lien for payment of the items mentioned in Subparagraph (a) of this Paragraph:

**COUNT I – 8342 SOUTH KINGSTON AVENUE, CHICAGO, ILLINOIS**

**(I) Loan 1010 Note**

|                                    |              |
|------------------------------------|--------------|
| (1) Unpaid Principal Balance ..... | \$110,259.00 |
| (2) Interest to May 31, 2019.....  | 8,971.55     |
| (3) Accumulated Late Charges.....  | 1,417.57     |

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|                                    |                     |
|------------------------------------|---------------------|
| (4) Escrow Balance .....           | 1,621.39            |
| (5) Real Estate Tax Advances ..... | <u>27,473.61</u>    |
| <b>TOTAL.....</b>                  | <b>\$149,743.12</b> |

**(II) Loan 1011 Note**

|                                    |                     |
|------------------------------------|---------------------|
| (1) Unpaid Principal Balance ..... | \$122,470.95        |
| (2) Interest to May 31, 2019.....  | 9,775.67            |
| (3) Accumulated Late Charges.....  | 1,746.02            |
| (4) Escrow Balance .....           | 1,721.92            |
| (5) Real Estate Tax Advances ..... | <u>17,969.42</u>    |
| <b>TOTAL.....</b>                  | <b>\$153,683.98</b> |

**(III) Loan 1012 Note**

|                                    |                     |
|------------------------------------|---------------------|
| (1) Unpaid Principal Balance ..... | \$98,098.40         |
| (2) Interest to May 31, 2019.....  | 6,932.61            |
| (3) Accumulated Late Charges.....  | 2,572.17            |
| (4) Escrow Balance .....           | 2,385.00            |
| (5) Real Estate Tax Advances ..... | <u>1,390.37</u>     |
| <b>TOTAL.....</b>                  | <b>\$111,378.55</b> |

**(IV) Loan 1002 Note**

|                                    |                    |
|------------------------------------|--------------------|
| (1) Unpaid Principal Balance ..... | \$48,408.66        |
| (2) Interest to May 31, 2019.....  | 4,150.00           |
| (3) Accumulated Late Charges.....  | 323.89             |
| (4) Escrow Balance .....           | 0.00               |
| (5) Real Estate Tax Advances ..... | <u>46,833.40</u>   |
| <b>TOTAL.....</b>                  | <b>\$99,715.95</b> |

**COUNT II - 8708 S. SAGINAW AVENUE, CHICAGO, ILLINOIS****(I) Loan 1010 Note**

|                                    |                     |
|------------------------------------|---------------------|
| (1) Unpaid Principal Balance ..... | \$110,259.00        |
| (2) Interest to May 31, 2019.....  | 8,971.55            |
| (3) Accumulated Late Charges.....  | 1,417.57            |
| (4) Escrow Balance .....           | 1,621.39            |
| (5) Real Estate Tax Advances ..... | <u>27,473.61</u>    |
| <b>TOTAL.....</b>                  | <b>\$149,743.12</b> |

**(II) Loan 1011 Note**

|                                    |                     |
|------------------------------------|---------------------|
| (1) Unpaid Principal Balance ..... | \$122,470.95        |
| (2) Interest to May 31, 2019.....  | 9,775.67            |
| (3) Accumulated Late Charges.....  | 1,746.02            |
| (4) Escrow Balance .....           | 1,721.92            |
| (5) Real Estate Tax Advances ..... | <u>17,969.42</u>    |
| <b>TOTAL.....</b>                  | <b>\$153,683.98</b> |

**UNOFFICIAL COPY****(III) Loan 1012 Note**

|                                    |                     |
|------------------------------------|---------------------|
| (1) Unpaid Principal Balance ..... | \$98,098.40         |
| (2) Interest to May 31, 2019.....  | 6,932.61            |
| (3) Accumulated Late Charges.....  | 2,572.17            |
| (4) Escrow Balance .....           | 2,385.00            |
| (5) Real Estate Tax Advances ..... | 1,390.37            |
| <b>TOTAL.....</b>                  | <b>\$111,378.55</b> |

**(IV) Loan 1002 Note**

|                                    |                    |
|------------------------------------|--------------------|
| (1) Unpaid Principal Balance ..... | \$48,408.66        |
| (2) Interest to May 31, 2019.....  | 4,150.00           |
| (3) Accumulated Late Charges.....  | 323.89             |
| (4) Escrow Balance .....           | 0.00               |
| (5) Real Estate Tax Advances ..... | 46,833.40          |
| <b>TOTAL.....</b>                  | <b>\$99,715.95</b> |

**COUNT III - 8021 S. YATES BLVD., CHICAGO, ILLINOIS****(I) Loan 1012 Note**

|                                    |                     |
|------------------------------------|---------------------|
| (1) Unpaid Principal Balance ..... | \$98,098.40         |
| (2) Interest to May 31, 2019.....  | 6,932.61            |
| (3) Accumulated Late Charges.....  | 2,572.17            |
| (4) Escrow Balance .....           | 2,385.00            |
| (5) Real Estate Tax Advances ..... | 1,390.37            |
| <b>TOTAL.....</b>                  | <b>\$111,378.55</b> |

**(II) Loan 1002 Note**

|                                    |                    |
|------------------------------------|--------------------|
| (1) Unpaid Principal Balance ..... | \$48,408.66        |
| (2) Interest to May 31, 2019.....  | 4,150.00           |
| (3) Accumulated Late Charges.....  | 323.89             |
| (4) Escrow Balance .....           | 0.00               |
| (5) Real Estate Tax Advances ..... | 46,833.40          |
| <b>TOTAL.....</b>                  | <b>\$99,715.95</b> |

(c) The total amount due to Plaintiff under Counts I, II and III of Plaintiff's Complaint is the sum of **\$522,440.38**.

4. That the Mortgages constitute valid, prior, paramount and superior liens upon the Mortgaged Premises; that this judgment lien is prior, paramount and superior to the right, title, interest, claim or lien of any party; and that the interest of any party in the Mortgaged Premises is terminated by this foreclosure.

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5. That the Mortgage described in Count I of the Complaint (the “**Kingston Mortgage**”) and hereby foreclosed appears of record in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 1108333021, and the property referred to therein is described as follows:

**LOT 18 IN BLOCK 38 IN HILLS ADDITION TO SOUTH CHICAGO,  
A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 31,  
TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Common Address: 8342 SOUTH KINGSTON  
CHICAGO, IL 60617**

**Permanent Index No: 21-31-302-036-0000**

6. That the Mortgage described in Count II of the Complaint (the “**Saginaw Mortgage**”) and hereby foreclosed appears of record in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 1108333022, and the property referred to therein is described as follows:

**LOT 3 AND 4 (EXCEPT THE SOUTH 15 FEET THEREOF) IN  
BLOCK 16 IN CALUMET AND CHICAGO CANAL AND DOCK  
COMPANY'S SUBDIVISION OF FRACTIONAL SECTIONN 5 AND  
SECTION 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Common Address: 8708 S. SAGINAW AVENUE  
CHICAGO, IL 60617**

**Permanent Index No: 26-06-104-024-0000**

7. That the Mortgage described in Count III of the Complaint (the “**Yates Mortgage**”) and hereby foreclosed appears of record in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 1124912088, and the property referred to therein is described as follows:

**LOT 40 IN BLOCK 57 IN HILL'S ADDITION TO SOUTH CHICAGO  
OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 38 NORTH,  
RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.**

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**Common Address:** 8621 S. YATES BLVD  
CHICAGO, IL 60617

**Permanent Index No:** 21-31-324-008-0000

8. That the properties secured by the Kingston Mortgage, the Saginaw Mortgage and the Yates Mortgage are hereinafter collectively referred to as the “**Mortgaged Premises.**”

9. That Chicago Title Land Trust Company, a/t/u Trust Agreement dated December 8, 2008 and Known as Trust No. 8002352214, was served with Summons on May 16, 2019; Jane L. Pattison was served with Summons on May 17, 2019; The City of Chicago was served with Summons on May 15, 2019; and “UNKNOWN OWNERS” and “NON-RECORD CLAIMANTS” were served by publication on May 22, 2019.

10. That Defendant, Chicago Title Land Trust Company, a/t/u Trust Agreement dated December 8, 2008 and Known as Trust No. 8002352214, as the Borrower and Mortgagor of the above identified property being foreclosed in this cause, and Jane L. Pattison, as Guarantor of the Notes, filed their Stipulation for Entry of Judgment of Consent Foreclosure pursuant to 735 ILCS 5/15-1402 wherein, among other things, they expressly waived any claim to the exercise of the rights of reinstatement and redemption.

11. That Plaintiff consents to the entry of a Consent Judgment of Foreclosure herein on Counts I, II and III of the Complaint satisfying all of the mortgage indebtedness in full and vesting absolute title to the Mortgaged Premises in Plaintiff, or its nominee.

12. That due notice has been given to all parties who have not previously been found in default for failure to appear, answer or otherwise plead, and no party, by answer or by response to Plaintiff’s Motion for Entry of Judgment of Consent Foreclosure, has objected to the entry of the Consent Judgment of Foreclosure within the time allowed for such answer or response.

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13. That the Court finds that judgment pursuant to 735 ILCS 5/15-1402 should be and is hereby entered in favor of Plaintiff.

14. That the Court further finds that there are no rights of redemption from this Judgment and title to the Mortgaged Premises shall immediately vest in American Ashland, LLC, an Illinois limited liability company, the nominee of the Plaintiff, First Secure Community Bank, its sole member, by virtue of the entry of this Judgment.

**IT IS THEREFORE ORDERED THAT:**

15. Absolute title to the real estate described above in Paragraphs 5, 6 and 7, with all improvements, fixtures and appurtenances thereto, be and the same are hereby vested in the name of AMERICAN ASHLAND, LLC, an Illinois limited liability company, as nominee of FIRST SECURE COMMUNITY BANK, its sole member, free and clear of all claims, liens and interests of CHICAGO TITLE LAND TRUST COMPANY, a/t/u Trust Agreement dated December 8, 2008 and Known as Trust No. 8002352214, JANE L. PATTISON, and all persons claiming by, through or under them, including, but not limited to, the rights of reinstatement and redemption, and of all claims, liens, interests and rights of all other persons and/or entities made a party in the this foreclosure action whose interests are subordinate to that of Plaintiff.

16. Said vesting shall be an entire bar to all claims of the parties to this foreclosure and all persons claiming thereunder, and all claims of "UNKNOWN OWNERS" and "NON-RECORD CLAIMANTS", and all persons acquiring any interest in the property hereinbefore described after the commencement of this action, and thereupon FIRST SECURE COMMUNITY BANK shall be let into possession of the premises.

17. FIRST SECURE COMMUNITY BANK, as mortgagee, herein waives its rights to a personal judgment for deficiency and is hereby barred from obtaining such deficiency judgment against Defendants, CHICAGO TITLE LAND TRUST COMPANY, a/t/u Trust Agreement dated

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December 8, 2008 and Known as Trust No. 8002352214, JANE L. PATTISON, or any other person liable for the indebtedness or other obligations secured by the Mortgages.

18. The Court hereby retains jurisdiction of the subject matter of this cause and all the parties hereto for the purpose of enforcing this Judgment and continuing and discharging any Receiver herein, if necessary

19. Counsel for Plaintiff shall cause a copy of this Judgment to be mailed by first class

mail to the Mortgagor and Guarantor at their last known addresses immediately upon its entry.

*The case management hearing set for November 12, 2019 is hereby stricken.*



**AGREED:**

CHICAGO TITLE LAND TRUST COMPANY,  
as Trustee under Trust Agreement dated December 8, 2008 and Known as Trust No. 8002352214,

FIRST SECURE COMMUNITY BANK,  
f/k/a AMERICAN HEARTLAND BANK  
AND TRUST,

By: *Sandra T. Russell*  
Name: *Sandra T. Russell, MVP.*  
Authorized Signor for Chicago Title Land Trust

By: *David Janota*  
Name: David Janota  
Its: President

*Jane L. Pattison*  
JANE L. PATTISON

DATED: *6/19/19*, 2019

Tina M. Jacobs, Esq.  
Joy Pinta, Esq.  
JACOBS & PINTA  
77 West Washington Street, Suite 1005  
Chicago, Illinois 60602  
(312) 263-1005  
[officeadmin@jacobsandpinta.com](mailto:officeadmin@jacobsandpinta.com)  
Attorney No. 48951

ENTERED:

JUDGE

*Gerald Cleary*  
Judge Gerald Cleary

JUL 10 2019

Circuit Court - 2147

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

EXEMPT UNDER REAL ESTATE TRANSFER TAX  
LAW 35 ILCS 200/31-45 Sub par. L and  
Cook County Ord. 93-0-27 par. M

Date July 17, 2019

Sign *W. M. [Signature]*