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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/06/2022 10:37 AM PG: 1 OF 7

Property of Cook County Clerk's Office

Deed	<input type="checkbox"/>	Re-Record
Mortgage	<input type="checkbox"/>	Assignment
	<input type="checkbox"/>	Release
Other	<input type="checkbox"/>	Affidavit
Power of Attorney	<input type="checkbox"/>	Consent Judgment of Foreclosure
Memorandum	<input checked="" type="checkbox"/>	
Subordination Agreement	<input type="checkbox"/>	

Recording Cover Page

Prepared By and Return to: Christy J. Jepson, Strecker, Jepson & Associates, 21020 N. Rand Road, Suite C-2, Lake Zurich, Illinois 60047, (847) 719-3470.

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

DGG INVESTMENT CO., SUCCESSOR)
IN INTEREST TO LOOMIS FEDERAL)
SAVINGS AND LOAN ASSOCIATION,)
Plaintiff,)

-vs-

PETAR JOVANOVIC A/K/A PETER)
JOVANOVIC; EQUITY INVESTMENTS &)
VENTURE GROUP LLC, AN ILLINOIS)
LIMITED LIABILITY COMPANY;)
EQUITY INVESTMENTS & VENTURE)
GROUP LLC 1342 FAIRFIELD, AN)
ILLINOIS LIMITED LIABILITY COMPANY;)
EQUITY INVESTMENTS & VENTURE)
GROUP LLC 1951 TRUMBULL, AN)
ILLINOIS LIMITED LIABILITY)
COMPANY; EQUITY INVESTMENTS)
& VENTURE GROUP LLC 1350 FAIRFIELD,)
AN ILLINOIS LIMITED LIABILITY)
COMPANY; EQUITY INVESTMENTS &)
VENTURE GROUP LLC 1540 S. RIDGEWAY,)
AN ILLINOIS LIMITED LIABILITY)
COMPANY; EQUITY INVESTMENTS &)
VENTURE GROUP LLC 3918 W. FILLMORE,)
AN ILLINOIS LIMITED LIABILITY)
COMPANY; EQUITY INVESTMENTS &)
VENTURE GROUP LLC 3104 W. MONROE,)
AN ILLINOIS LIMITED LIABILITY)
COMPANY; CITY OF CHICAGO;)
UNKNOWN OWNERS-TENANTS; AND NON-)
RECORD CLAIMANTS,)

Case No. 2019 CH 01058

3814 W. Ohio Street, Chicago, IL 60624
1342 S. Fairfield Ave., Chicago, IL 60608
1951 S. Trumbull Ave., Chicago, IL 60623
1350 S. Fairfield Ave., Chicago, IL 60608
1540 S. Ridgeway Ave., Chicago, IL 60623
3918 W. Fillmore Street, Chicago, IL 60624
38 S. Albany Ave, a/k/a 3104-3106 W. Monroe Street, Chicago, IL 60612

CONSENT JUDGMENT OF FORECLOSURE

THIS MATTER COMES for hearing on the merits of the Plaintiffs Complaint for Foreclosure filed herein by the Plaintiff and the Motion for Entry of Consent Judgment. This Court, having considered the evidence and arguments of counsel and being fully advised in the premises, FINDS and ORDERS as follows:

The following Defendants have consented to jurisdiction or been properly served with a summons and a copy of the Complaint: Pater Jovanovic a/k/a Peter Jovanovic and Equity Investments & Venture Group LLC, an Illinois limited liability company.

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The Plaintiff has filed a Motion for Entry of Consent Judgment of Foreclosure and said Motion has been allowed. This cause now comes to be heard on the Plaintiff's Complaint, and the Court being fully advised in the premises, finds that the allegations contained in the Complaint, are true and that the Court has jurisdiction of the subject matter hereof and the parties hereto, and that the equities of this cause are with the Plaintiff and the Court further finds as follows:

1. That on the 22nd day of March 2011, Petar Jovanovic a/k/a Peter Jovanovic (hereinafter referred to as ("Jovanovic")) borrowed from Loomis Federal Savings and Loan Association, the sum of \$180,000.00 and on said date did execute and deliver to Loomis Federal Savings and Loan Association a certain Note wherein Jovanovic promised to pay to the order of Loomis Federal Savings and Loan Association, the sum of \$180,000.00.

2. To secure the payment of said Note, Jovanovic did on the 22nd day of March 2011, make, execute, deliver and acknowledge to Loomis Federal Savings and Loan Association, a certain Mortgage dated March 22, 2011, wherein Jovanovic mortgaged to said Loomis Federal Savings and Loan Association, the following described real estate ("premises"), to-wit:

Legal Description:

LOT 30 AND THE EAST 8 1/3 FEET OF LOT 29 IN WIGHTMAN'S SUBDIVISION OF BLOCK 8 IN F. HARDINGS SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification No: 16-11-113-041-0000

Commonly known as: 3814 W. Ohio Street, Chicago, IL 60624

subject to a condition of defeasance for the full and complete performance by him of the obligations and conditions created by said Note and Mortgage; that in and by said Mortgage Jovanovic released and waived all rights and benefits under the Homestead Exemption Laws of the State of Illinois. Said Mortgage was, on March 24, 2011, duly filed for record in the Recorder's Office of Cook County, Illinois, as Document No. 1108346052. Said document which will more fully appear from said Mortgage herein admitted into evidence as Plaintiff's Exhibit I.

3. That on the 30th day of June 2015, Jovanovic deeded ownership of the premises to Equity Investments and Venture Group LLC. Said deed was, on July 7, 2015, duly filed for record in the Recorder's Office of Cook County, Illinois, as Document No. 1518834084 and the record title to said premises is now vested in Equity Investments & Venture Group LLC, an Illinois limited liability company ("Equity").

4. Hoyne Savings Bank succeeded to the interest of Loomis Federal Savings and Loan Association by merger.

5. On December 7, 2021, Hoyne Savings Bank assigned all of its interest in and to the Note, Mortgage and other loan documents to DGG Investment Co., an Illinois corporation. Said assignment,

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on December 7, 2021, was duly filed for record in the Recorder's Office of Cook County, Illinois, as Document No. 2134115048.

6. On December 7, 2021, DGG Investment Co. collaterally assigned all of its interest in and to the Note, Mortgage and other loan documents to AS 312, LLC, an Illinois limited liability company. Said assignment, on December 7, 2021, was duly filed for record in the Recorder's Office of Cook County, Illinois, as Document No. 2134115052.

7. On January 28, 2022, pursuant to motion by DGG Investment Co., the Court ordered the substitution of DGG Investment Co. as Plaintiff for Hoyne Savings Bank.

8. Pursuant to this Consent Judgment and the Stipulation and Agreement, Jovanovic and Equity waive any equity or right of redemption, or reinstatement as well as any and all other right, title, and interest they may have in or to the premises.

9. That Jovanovic in and by the Mortgage, assigned all of the rents, issues and profits, together with the tenements, hereditaments and appurtenances in the premises to Loomis Federal Savings and Loan Association and its successors, as further and additional security for said Note, and also conveyed, assigned and transferred all tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof, and all apparatus and fixtures of any kind for the supplying and distributing of heat, light, water, air conditioning power therein or thereto; and all other fixtures in or which may be placed in any building which was standing on said premises on the date of the Mortgage or which was built on said premises subsequent to the date of the Mortgage. That it is provided among other things in said Mortgage that in the event of default in making of any monthly payments provided therein, and in the Note, secured thereby, or in case of a breach of any other covenant or agreement therein contained, then the whole of said principal sums remaining unpaid, together with interest accrued thereon, shall at the election of the mortgagee, become immediately due and payable, and mortgagee shall have the right to immediately foreclose said Mortgage. Equity took title subject to the Mortgage and all of its terms from Jovanovic.

10. It is also provided in and by said Mortgage, among other things, that the mortgagor covenants and agrees to pay the following expenses, which expenses may be included in the Foreclosure Judgment or taxed as costs of this proceeding:

- a. All the costs of such suit or suits, sale and conveyance, including reasonable attorneys, solicitors and stenographer's fees, outlays for documentary evidence and cost of said abstract and examination of title;
- b. All the moneys advanced by the mortgagee, if any, for any purpose authorized in the Mortgage;
- c. All the accrued interest remaining unpaid on the indebtedness hereby secured; and
- d. All the said principal money remaining unpaid.

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11. Plaintiff, DGG Investment Co. is now the legal and equitable holder and owner of said Note and Mortgage and any other loan documents and is entitled to all the benefits of same.

12. That the said covenants and agreements contained in the Note and Mortgage, described above have not been kept or performed but on the contrary default has been made in making the payments provided for in the Mortgage and Note for more than thirty (30) days past the due date, and said default continues to the date hereof. Specifically, Jovanovic and Equity defaulted under the terms of the Mortgage and Note at issue in the Plaintiff's Complaint by failure to pay the monthly mortgage payment due March 10, 2017, and those monthly payments due and accruing thereafter under the terms of the Mortgage and Note at issue in the Plaintiff's Complaint. In order to resolve the default, a Stipulation and Agreement has been filed whereby Jovanovic and Equity have agreed to a consent foreclosure pursuant to 735 ILCS 5/151402(a):

13. Any and all rights, title, and interests of Jovanovic, Equity and all Defendants, in and to the premises, are hereby terminated, and in addition to the relief set forth below, the Plaintiff is entitled to an Order of Possession against Jovanovic, Equity and all other Defendants immediately upon the entry of this Consent Judgment.

14. That the Mortgage heretofore described in Paragraph 2 is a good, valid and subsisting first lien on the real estate therein and hereinbefore described.

15. That the Plaintiff and Jovanovic and Equity have executed a Stipulation and Agreement, which stipulates that they agree to a consent foreclosure, pursuant to 735 ILCS 5/15-1402, and all rights to a statutory period of redemption are waived so that title to the subject property shall vest in Plaintiff, immediately upon the entry of this Consent Judgment.

16. That a Notice of Hearing regarding Plaintiff's Motion for Entry of Consent Foreclosure Judgment was sent to all parties to this cause, and no objection or other response to the Plaintiff's motion has been filed. Therefore, all lien or mortgage claimants are found and declared to have no interest in the real estate foreclosed, and said real estate is free and clear of all liens and encumbrances.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a Consent Judgment of Foreclosure is granted in favor of Plaintiff and against Jovanovic, Equity and all other Defendants except the interest of AS 312, LLC which is superior and paramount to the interests of Plaintiff and nothing contained herein shall be construed as a release, waiver or subordination of the interests of AS 312, LLC. Furthermore, in the event Plaintiff fails to deliver an executed mortgage in form and substance as is required by AS 312 LLC concurrent with the entry and recording of this Order, Plaintiff agrees that AS 312 LLC shall be entitled to vacate this Order without objection by Plaintiff.

This Court hereby FINDS and ORDERS that by virtue of the entry of this Judgment, title to the property at issue in this cause shall vest in the Plaintiff, free and clear of all liens, encumbrances or other interests.

Pursuant to 735 ILCS 5/15-1402, the indebtedness secured by the Mortgage that is the subject of this cause is satisfied in total. The Plaintiff is further entitled to possession of the

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property located at 3814 W. Ohio Street, Chicago, IL 60624, on or after the entry of this judgment and the Plaintiff is in possession now of the property located at:

Legal Description:

LOT 30 AND THE EAST 8 1/3 FEET OF LOT 29 IN WIGHTMAN'S SUBDIVISION OF BLOCK 8 IN F. HARDINGS SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification No: 16-11-113-041-0000

Commonly known as: 3814 W. Ohio Street, Chicago, IL 60624

Jovanovic, Equity and all of the Defendants turned over possession of the premises to the Plaintiff, or to a designee of the Plaintiff.

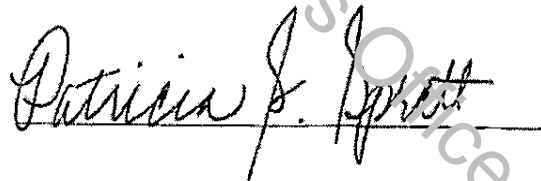
There will be no merger of the Mortgage and the Judgment until thirty (30) days after this Judgment is entered. If within that 30-day period, the Plaintiff discovers that the United States, including but not limited to the Internal Revenue Service, has recorded a lien, claim or other notice, prior to the entry of Plaintiff's Judgment that in any way affects the premises that is the subject of this foreclosure action, the Court, upon notice from the Plaintiff, shall vacate this Judgment. There shall be no merger of the Mortgage and the Judgment if the judgment is vacated.

This is a final order of this court as it disposes of all issues between the parties and that there is no just reason to delay enforcement or appeal.

This Order may be recorded as additional evidence of the transfer of title of the subject property to the Plaintiff.

A copy of this Judgment is to be served upon all parties within seven (7) days from the date of entry hereof.

ENTERED:



Judge Patricia S. Spratt

MAY 25 2022

Circuit Court - 2146

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 Strecker, Jepson & Associates
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 Court Calendar 64
 Court's Email: ccc.mfmlcalendar64@cookcountyil.com
 Court's Telephone: (312) 603-3879

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AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I Vicki Voigt, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Consent Judgment of Foreclosure

(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

DGG Investment Co et.al

(print name(s) of executor/grantor)

Petar Jovanic, et.al

(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Title Company

(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Vicki Voigt

Affiant's Signature Above

9/2/2022

Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

9.6.22

Date Document Subscribed & Sworn Before Me

Maya Bronaugh
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverpage. However, this affidavit is NOT required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the CCRD prior to its recording.