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

HOME SAVINGS OF AMERICA, FSB)

Plaintiff,)

v.)

BANK ONE, EVANSTON, N.A., formerly)
known as FIRST ILLINOIS BANK OF)
EVANSTON, N.A., individually and as)
Trustee under Trust Agreement dated)
February 23, 1988 and known as Trust)
No. R-3484; GARY PEARSON; SUSAN)
PEARSON; ANDREW H. WINEBURGH; DANIEL)
P. HOLZMAN; UNKNOWN OWNERS; and NON-)
RECORD CLAIMANTS,)

Defendants.)

No. 93 CH 00280

Judge Ericsson

. DEPT-01 RECORDING \$39.50
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. COOK COUNTY RECORDER

JUDGMENT OF CONSENT FORECLOSURE

THIS MATTER HAVING COME BEFORE THE COURT UPON the agreement of all parties who have not previously been found in default, without objection; the Court having jurisdiction over the subject matter of this proceeding and the parties hereto; and the Court being fully advised in the premises;

IT IS HEREBY FOUND THAT:

I. JURISDICTION

A. This Judgment of Consent Foreclosure ("Consent Foreclosure") is pursuant to, and in accordance with, 725 ILCS 5/15-1402 (1992).

B. This Court has jurisdiction over all the parties hereto and the subject matter presented herein. On January 12, 1993, Home Savings filed its Complaint for Foreclosure in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, naming as defendants Bank One, Evanston, N.A., formerly known as First Illinois

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Bank of Evanston, N.A., individually ("Bank One") and as Trustee under Trust Agreement dated February 23, 1988 and known as Trust No. R-3484 (the "Trust" or "Mortgagor"), Gary Pearson, Susan Pearson, Andrew H. Wineburgh ("Wineburgh"), Daniel P. Holzman ("Holzman"), Unknown Owners and Non-record Claimants.

C. On December 16, 1993, Home Savings filed its Amended Complaint for Foreclosure. On June 14, 1993, the Court entered a default order against defendants Bank One, Holzman, Unknown Owners and Non-record Claimants.

D. The Court specifically finds that service of process in each instance was properly made in accordance with the Illinois Code of Civil Procedure.

E. The Court specifically finds that Non-record Claimants and Unknown Owners received notice in accordance with 735 ILCS 5/15-1502(c)(2) and the Illinois Code of Civil Procedure.

II. EVIDENTIARY FINDINGS

A. Plaintiff filed Count I of the Amended Complaint to foreclose the mortgage hereinafter described and joined the following parties as defendants:

1. The Trust;
2. Bank One;
3. Gary Pearson;
4. Susan Pearson;
5. Wineburgh;
6. Holzman;

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7. Unknown Owners; and

8. Non-record Claimants. .

B. Attached to the Amended Complaint as Exhibit A is a copy of the Mortgage, Assignment of Rents and Security Agreement dated April 18, 1990 (the "Mortgage") and as Exhibit B is a copy of the Promissory Note Adjustable Interest Rate (the "Note") secured thereby.

C. Information concerning the Mortgage:

1. Nature of instrument: Mortgage.
2. Date of Mortgage: April 18, 1990.
3. Name of mortgagor: First Illinois Bank of Evanston, N.A., as Trustee under Trust Agreement dated February 23, 1988 and known as Trust No. F-3484.
4. Name of mortgagee: Home Savings of America, F.A.
5. The Mortgage was filed with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on May 8, 1990.
6. Identification of recording. Document No. 90211740.
7. Interest subject to mortgage: Fee simple.
8. Amount of original indebtedness: \$503,000.00.
9. Legal description of the mortgaged real estate:

Lot 39 in Edgewater Park in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
10. Common address of the Property: 6217-21 North Greenview and 1455-57 W. Thome, Chicago, Illinois (the "Property").

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11. Agreed statement as to total amount due, including unpaid principal, interest, attorney's fees, costs, and other charges, as of June 14, 1993:

Unpaid principal balance due under the Note as of the date of default:	\$496,883.93
Unpaid interest due under the Note as of June 14, 1993:	\$ 35,904.67
Late charges as of June 14, 1993:	\$ 2,926.44
Tax advances as of June 14, 1993:	\$ 11,020.70
Insurance advances as of June 14, 1993:	\$ 6,883.00
Attorneys' fees, costs, expenses and disbursements as of June 14, 1993:	\$ 8,075.58
Other fees and costs (Including Appraisal Inspection, and Environmental Survey)	\$ 3,822.00
Less Unapplied Funds	(\$ 4,582.24)
TOTAL BALANCE DUE:	\$560,934.08

12. The Trust is the present owner of the Property.
13. The following additional parties are joined as defendants and their interests in or liens on the Property are sought to be terminated:
- Bank One;
 - Gary Pearson;
 - Susan Pearson;
 - Wineburgh;
 - Holzman;
 - Unknown Owners; and

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g. Non-record Claimants.

14. Home Savings brings this foreclosure as legal holder of the Note, the Mortgage and the indebtedness.

D. Home Savings filed Count II of the Amended Complaint to foreclose its security interest in certain personal property (the "Personalty") pursuant to a Security Agreement dated April 18, 1990, a copy of which is attached to the Amended Complaint as Exhibit C. Gary Pearson, Susan Pearson and Wineburgh are named as defendants in Count II.

E. The Personalty subject to the Security Agreement is:

All furnishings, furniture, fixtures, machinery, equipment appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever (including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, washers, dryers, water heater, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software thereof, cooking apparatus and appurtenances, window screens, awnings, and storm sashes) which are or shall be attached to any buildings, structures or improvements now or hereafter located on:

6217-21 North Greenview Avenue and
1455-57 West Thome Avenue
Chicago, IL 60660

(the "Property") or which are or shall be located in, on or about the Property, or which, wherever located (including, without limitation in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Property or the improvements thereon.

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F. POSSESSION. Harold D. Rider and Associates (the "Receiver") was appointed Receiver of the Property by order of this Court entered on March 9, 1993. Harold D. Rider and Associates shall be discharged as Receiver upon approval of its Final Report, to be filed with the Court within 30 days of entry of this Judgment of Consent Foreclosure.

III. DEFIED ALLEGATIONS PROVED

A. On June 14, 1993, the Mortgagor was indebted to Home Savings in the amount of \$560,934.08.

B. The exhibits attached to the Amended Complaint are true and correct copies of the Mortgage, the Note and the Security Agreement.

C. The Trust was, on April 18, 1990, the legal owner of the Property and as of that date made, executed and delivered the Mortgage as security for the Note.

D. Gary Pearson, Susan Pearson and Wineburgh were, on April 18, 1990, the legal owners of the Personalty and, as of that date made, executed and delivered the Security Agreement as security for the Note.

E. The Mortgage was filed with the Recorder on May 8, 1990, as Document No. 90211740.

F. Home Savings perfected its security interest in the Personalty by filing financing statements with the Illinois Secretary of State.

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G. Payment and other defaults have occurred and are occurring as indicated in Subparagraph 10(j) of the Amended Complaint.

H. Bank One, Evanston, N.A., as Trustee under Trust Agreement dated February 23, 1988 and known as Trust No. R-3484, is the present owner of the Property and the Personality.

I. The Mortgage and the Security Agreement constitute a valid, prior and paramount lien upon the indicated interest in the Property and the Personality, which lien is prior and superior to the right, title, interest, claim, or lien of all parties whose interests in the Property or the Personality are terminated by this foreclosure.

J. By reason of the defaults alleged in Subparagraph 10(j) of the Amended Complaint, the indebtedness secured by the Mortgage and the Security Agreement has become due and payable by Home Savings' exercise of its right to declare immediately due and payable the whole of all indebtedness secured by the Mortgage and the Security Agreement.

K. Any and all notices of default or election to declare the indebtedness due and payable, or other notices required to be given which relate to Count I and to Count II of the Amended Complaint, have been duly and properly given.

L. Any and all periods of grace or other periods of time allowed for the performance of the covenants or conditions claimed to be breached under Count I and Count II

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of the Amended Complaint, or for the curing of any breaches under Count I and Count II of the Second Amended Complaint, have expired.

M. The amount indicated to be due is correctly stated.

IV. ULTIMATE FINDINGS

A. The allegations of Count I and II of the Amended Complaint are true substantially as set forth and the equities in the cause are with Home Savings.

B. This Consent Foreclosure vests absolute title in the Property in Home Savings and, together with all funds now held or hereafter collected by the Receiver which shall be paid over to Home Savings in accordance with the terms of this Judgment, satisfies the entire mortgage indebtedness of \$560,934.08.

C. All lien or mortgage claimants defaulted are found and declared to have no interest in the Property, as they have offered no evidence of said interest.

D. The Property is free and clear of all liens and encumbrances except liens of the United States of America.

E. The Mortgage is prior and superior to all other mortgages, claims of interest and liens upon the Property, except for real estate taxes and special assessments, if any, and except for any mortgages or liens found herein to be prior and superior to the Mortgage or prior liens of non-parties.

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F. Home Savings has a perfected security interest in the Personalty which is prior and superior to all other claims of interest and liens upon the Personalty.

G. As reflected in its Amended Complaint and reaffirmed in this Judgment, Home Savings waives any and all rights to a personal judgment for deficiency against the Mortgagor and against all other persons liable for the indebtedness or other obligations secured by the Mortgage.

V. STIPULATION

A. The Trust, Gary Pearson, Susan Pearson and Wineburgh expressly consent to entry of this Consent Foreclosure.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. Effective as of 12:01 a.m., June 30, 1993, Home Savings is hereby vested with absolute title to the Property free and clear of all claims, liens (except liens of the United States of America which cannot be foreclosed without judicial sale) and interest of the Mortgagor, including all rights of reinstatement and redemption, and of all rights of all other persons made parties in the foreclosure whose interests are subordinate to that of Home Savings and of all non-record claimants and unknown owners given notice in accordance with 735 ILCS 5/15-1502(2)(c).

B. Effective as of June 30, 1993, Home Savings waives any and all rights to a personal judgment for deficiency against the Mortgagor and all other persons liable

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for the indebtedness or other obligations secured by the Mortgage, the Note, the Security Agreement or other Loan documents.

C. Effective as of June 30, 1993, the Receiver shall transfer possession of the Property to Home Savings and shall file its Final Report with the Court within 30 days of entry of this Judgment of Consent Foreclosure, at which time all remaining funds now held in the Receiver's account for the Property or hereafter collected by the Receiver shall be turned over to Home Savings.



Patricia Lee Refo
Patricia Lee Refo
Cecelia M. Comito
Andrew A. Jacobson
JENNER & BLOCK (05003)
One IBM Plaza
Chicago, IL 60611
(312) 222-9350

Attorneys for Plaintiff
Home Savings of America, FSB

Thomas V. Askounis
Thomas V. Askounis
ASKOUNIS & BORST, P.C.
303 E. Wacker
10th Floor
Chicago, IL 60601
(312) 861-7100

Attorney for Defendants
Bank One, Evanston, N.A.,
as Trustee u/t/a dated
February 23, 1988 a/k/a
Trust No. R-3464, Gary
Pearson, Susan Pearson and
Andrew Wineburgh

ENTER:

	CIRCUIT COURT	DIV.
	ENTERED	
Judge	JUN 30 1993	
Dated	AP	
	JUDGE ROBERT D. ERICSSON	

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