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

LASALLE NORTHWEST NATIONAL BANK,)
)
) Plaintiff,)

93587898

v.)

No. 91 CH 947B

LASALLE NATIONAL BANK, as Trustee)
under Trust Agreement dated)
July 16, 1989, and known as)
Trust No. 113694; PAUL CAMPANA;)
ARTHUR STAZELECKI; PROCESS)
PLASTIC FABRICATING, INC.;)
VILLAGE OF SCHAUMBURG; RDT)
ASSOCIATES; RDT INDUSTRIES, INC.;)
RAYMOND H. DEYNE; RONALD D.)
TARITAS, CHICAGO TITLE & TRUST)
COMPANY, as Trustee under Trust)
Deed recorded as 89258461,)
and BEST ENVIRONMENTAL, INC.)

DEPT-01 RECORDINGS \$49.50
T#7777 TRAN 3523 07/28/93 10:58:06
#4771 # *-93-587898
COOK COUNTY RECORDER

)
)
) Defendants.)

JUDGMENT OF FORECLOSURE AND SALE

This cause coming before the court on plaintiff's motion for entry of default judgment and judgment of foreclosure pursuant to § 15-1506 of the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, § 15-1506 (1992),

And it appearing to this Court that the plaintiff LaSalle Northwest National Bank ("LaSalle Northwest") commenced this action by filing its First Amended Complaint for Foreclosure and Other Relief ("Complaint") against defendants LaSalle National Bank, not personally, but as Trustee under a Trust Agreement dated July 16, 1989, and known as Trust No. 113694, Paul Campana, Arthur Stazelecki, Process Plastic Fabricating, Inc., Village of Schaumburg, Best Environmental, Inc., RDT Associates, RDT Industries, Inc., Raymond H. Deyne, Ronald D. Taritas, Chicago

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Title & Trust Company, as Trustee under a Trust Deed recorded as 89358461, unknown owners, and nonrecord claimants; and,

That plaintiff filed with this Court the affidavits required to make unknown parties and nonrecord claimant defendants to this action;

And it further appearing to this Court that the parties made defendants to this action by the description "unknown owners" include those persons who are interested in this action and who have or claim to have some right, title, interest, or lien in, to or upon the real estate or some part thereof, in the Judgment described here; and,

That the name of each such other person is unknown and on diligent inquiry cannot be ascertained;

And it further appearing to this Court that the parties made defendants to this action by the description "nonrecord claimants" as set forth above include those persons who are interested in this action and who have or claim to have some right, title, interest, claim, or lien in, to, or upon the real estate or some part thereof, in the Judgment described here, as may arise pursuant to § 15-1210 et seq. of the Illinois Code of Civil Procedure, Ill. Rev. Stat. ch. 110, § 15-1210 (1992); and

That the name of each such person is unknown and on diligent inquiry cannot be ascertained;

This Court, having examined the files and records in this cause, considered the plaintiff's First Amended Complaint and

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supporting affidavit, and being otherwise fully advised, makes the following findings:

1. Plaintiff served the following defendants in the manner provided by law: LaSalle National Bank (by service upon an agent of the corporation); Paul Campana (by service upon his partnership which filed the mechanics lien); Arthur Stazelecki (by service upon his partnership which filed the mechanics lien); Process Plastic Fabricating, Inc. (by service upon an agent of the corporation); Village of Schaumburg (by service upon an agent of the Village); Best Environmental, Inc. (by service upon its registered agent); RDT Associates (by service upon its registered agent); RDT Industries, Inc. (by service upon its registered agent); Raymond Deyne (by personal service on his son at his residence and by mail); Ronald D. Taritas (by personal service); and Chicago Title & Trust (by service upon the corporation).

2. The date the last of the defendants was served by summons was October 31, 1991, with the exception of Best Environmental, Inc., which was served on November 10, 1992.

3. Having filed the requisite affidavit for service by publication, plaintiffs served the defendants designated as unknown owners and nonrecord claimants by publication in the manner provided by law.

4. Each of the named defendants has been served a sufficient time to authorize this Court to proceed with the hearing and enter this Judgment.

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5. Plaintiff properly gave all notices required to be given, including notice that it would present this Judgment, to all parties entitled to such notice and to each of the defendants, as required by law.

6. This Court has jurisdiction of the parties to and the subject matter of this action.

7. With the exception of Best Environmental, Inc. and Raymond Deyne, each defendant identified supra ¶ 1 has failed to answer or otherwise appear within the required time period and therefore, an order of default is entered against them, plaintiff's Complaint is taken as confessed by and against them, and judgment is entered against them and in favor of plaintiff. In addition, although defendant Raymond Deyne has appeared in this matter, he has failed to answer the complaint and therefore, an order of default is entered against him, plaintiff's complaint is taken as confessed by and against him, and judgment is entered against Raymond Deyne and in favor of plaintiff.

8. Best Environmental filed its appearance in this matter on December 9, 1992, and this Court granted plaintiff's motion for summary judgment against Best Environmental, Inc. on January 8, 1993.

9. This action coming on now to be heard upon plaintiff's First Amended Complaint, and upon all other pleadings, exhibits, affidavits, and matters of record, this Court further makes the following findings:

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(a) On July 7, 1989, LaSalle National Bank, not personally, but as Trustee under the Trust Agreement dated July 16, 1989, and known as Trust No. 113694, being indebted in the sum of \$570,000, made, executed, and delivered its mortgage and note to plaintiff, with interest at the initial rate of 11.5% per annum on the principal balance remaining from time to time unpaid, payable in monthly installments, until fully paid. This mortgage and note were secured by a lien on the fee simple interest in the following described real estate in Cook County:

PARCEL 1: Lot 33 in Block 7 in Centex-Schaumburg Industrial Park Unit 115, being a Subdivision of the North 1/2 of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois 07-33-102-043

PARCEL 2: Lot 38 in Block 7 in Centex-Schaumburg Industrial Park Unit 122, being a Subdivision in the North 1/2 of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois. 07-33-102-050

The common address of this real estate is 1120-24 Morse Avenue, Schaumburg, Illinois.

In Rider I to the mortgage, the corporate trustee mortgagor expressly waived any right of redemption as authorized by § 15-1601(b) of the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, § 15-1601(b); the premises were not, and are not, improved or used as residential real estate; and the mortgagor was not, and is not, prohibited by Article 15 of the Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, § 15-101 et seq., from expressly waiving its right of redemption.

(b) On July 21, 1989, RDT Associates (also known as "the Partnership"), being indebted in the sum of \$50,000, made,

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executed, and delivered a note to plaintiff, with interest, payable monthly, at the initial rate of 1% above the Bank's prime rate of interest in effect from time to time until maturity. To secure this note, the Partnership assigned its 100% beneficial interest in the Land Trust known as LaSalle National Land Trust 113694, and dated July 16, 1989, which, among other things, holds a fee simple interest in the real estate described supra ¶ 8(a).

(c) On July 21, 1989, RDT Associates (also known as "the Partnership"), being indebted in the sum of \$235,000, made, executed, and delivered a note to plaintiff, with interest at the initial rate of 1% per annum above the Bank's prime rate of interest in effect from time to time until maturity, payable in monthly installments, until fully paid. To secure this Note, the Partnership assigned its 100% beneficial interest in the Land Trust known as LaSalle National Land Trust 113694, and dated July 16, 1989, which, among other things, holds a fee simple interest in the real estate described supra ¶ 8(a).

(d) The mortgages described supra ¶ 8(c) were duly filed for record in the Office of the Recorder of Deeds of Cook County on, respectively, August 4, 1989 (89358461); on July 31, 1989 (89349663); and on July 31, 1989 (89349663).

(e) These mortgages and notes are the valid obligations of defendant LaSalle National Bank, as Trustee under Trust Agreement dated July 16, 1989, and known as Trust No. 113694, and defendants RDT Associates, RDT Industries, Inc., Raymond H. Deyne, and Ronald D. Tarita. Plaintiff is now the legal holder and owner

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of the mortgage, note and indebtedness and entitled to foreclose them pursuant to their provisions.

(f) Default has occurred in the payment of the principal and interest due pursuant to the terms of these mortgages and notes, the equities of this foreclosure are with plaintiff, and plaintiff has the right and power to declare immediately due and payable all indebtedness secured by the mortgage. By virtue of the mortgages and notes, there is due to plaintiff, the following sums, all verified in plaintiff's supporting affidavit and First Amended Complaint:

Count I (\$570,000 Note)

Unpaid principal balance	\$ 567,636.98
Interest (as of July 20, 1993)	218,683.01
<u>Per diem interest</u>	181.33
Unpaid late charges	8,575.12
Advances for real estate taxes	
Redemption of 1989/90 Taxes (4-1-92)	91,482.46
<u>Per Diem interest: \$33.24</u> (or \$16,107.84 as of 7-20-93)	
1991 First Tax Installment (4-1-92)	11,014.94
<u>Per Diem interest: \$4.07</u> (or \$1,937.32 as of 7-20-93)	
1991 Second Tax Installment (11-12-92)	6,812.70
<u>Per Diem interest: \$2.52</u> (or \$630.00 as of 7-20-93)	
1992 First Tax Installment (7-1-93)	9,257.21
<u>Per Diem interest: \$3.42</u> (or \$68.40 as of 7-20-93)	

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Count II (\$50,000 Note)

Unpaid principal balance	\$ 8,823.23
Interest (as of July 20, 1993)	4,255.06
<u>Per diem</u> interest	2.21
Unpaid late charges	925.00
Advances for real estate taxes	
Redemption of 1989/90 Taxes (4-1-92)	91,482.46
<u>Per Diem</u> interest: \$22.87	
(or \$10,748.90 as of 7-20-93)	
1991 First Tax Installment (4-1-92)	11,014.94
<u>Per Diem</u> interest: \$2.75	
(or \$1,292.50 as of 7-20-93)	
1991 Second Tax Installment (11-12-92)	6,812.70
<u>Per Diem</u> interest: \$1.70	
(or \$421.60 as of 7-20-93)	
1992 First Tax Installment (7-1-92)	9,257.21
<u>Per Diem</u> interest: \$2.31	
(or \$46.20 as of 7-20-93)	

* * * * *

Count III (\$235,000 Note)

Unpaid principal balance	\$ 203,666.64
Interest (as of July 20, 1993)	65,926.65
<u>Per diem</u> interest	50.92
Unpaid late charges	925.00
Advances for real estate taxes	
Redemption of 1989/90 Taxes (4-1-92)	91,482.46
<u>Per Diem</u> interest: \$22.87	
(or \$10,748.90 as of 7-20-93)	
1991 First Tax Installment (4-1-92)	11,014.94
<u>Per Diem</u> interest: \$2.75	
(or \$1,292.50 as of 7-20-93)	

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1991 Second Tax Installment (11-12-92)	6,812.70
<u>Per Diem</u> interest: \$1.70	
(or \$421.60 as of 7-20-93)	
1992 First Tax Installment (7-1-92)	9,257.21
<u>Per Diem</u> interest: \$2.31	
(or \$46.20 as of 7-20-93)	

* * * * *

Foreclosure court costs:

Filing fee	\$ 171.00
Recorders' fee	16.00
Special Process Service fee	1,613.30
Minutes of foreclosure	275.00
Miscellaneous (photocopying, messenger, postage, etc.)	902.07
Attorneys' fees thru May 21, 1993	38,153.00
Payments to Tax Counsel to Contest Taxes:	9,574.09
Receiver's fees:	205,075.29
Additional anticipated fees and costs:	<u>5,000.00</u>
Total Due Plaintiff (as of July 15, 1993) (accruing interest on advances for real estate taxes at 13.5%):	<u>\$ 1,477,507.30</u>

(g) The mortgages being foreclosed specifically provide that plaintiff-mortgagee is entitled to recover the above-identified attorneys' fees, costs, expenses, and advances, and other fees and expenses incurred in connection with this foreclosure, and sale of the real estate.

(h) The foregoing costs and attorneys' fees were necessarily incurred in connection with the prosecution of this

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foreclosure action; are fair, reasonable, and customary; and each is approved and allowed.

(i) Defendant LaSalle National Bank, as Trustee under Trust Agreement dated July 16, 1989, and known as Trust No. 113694, is also obligated to pay the costs of the public sale and such costs may be added to the indebtedness due plaintiff.

(j) The described real estate is not residential real estate as defined by § 15-1219 of the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, § 15-1219 (1989).

10. Defendant LaSalle National Bank, as Trustee under Trust Agreement dated July 16, 1989, and known as Trust No. 113694, is the legal title holder of, and RDT Associates is the 100% owner of the beneficial interest in, that Land Trust.

11. The mortgages identified above constitute valid liens upon the real estate which is prior, paramount, and superior to the rights and interests of all other parties and non-record claimants in and to the property described supra § 8(a).

(a) The lien rights of the plaintiff and the right, title, and interest, claim, or lien of any and all parties in this foreclosure and all non-record claimants shall be terminated upon the confirmation of a judicial sale.

(b) The mortgages described in the complaint and hereby foreclosed appear of record in the office of the Recorder of Deeds as documents no. 89358461 and 89349663; the property referred to and directed to be sold is identified supra § 8(a); the common

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address or location of property is 1120-24 Morse Avenue, Schaumburg, Illinois.

(c) Best Environmental, Inc. has a valid second lien on the subject premises in the amount of \$ 49,365.21, as of July 20, 1991.

12. This Judgment adjudges and determines all matters in controversy by the parties as reflected by the pleadings on file, and the Court, having heard the arguments of counsel and being fully advised, hereby orders and adjudges as follows:

(a) a judgment of foreclosure is granted to plaintiff and against all defendants;

(b) the real estate described supra ¶ 8(a), with all improvements, fixtures, and appurtenances thereto, or so much of said real estate which may be devisable and sold separately without material injury to the parties in interest, shall be sold at public sale, without any representations as to title and without recourse to plaintiff, by open bid to the highest and best bidder at the offices of Intercounty Judicial Sales Corporation, 120 West Madison Street, Chicago, Illinois (hereinafter "Sale Officer");

(c) The plaintiff shall give public notice of the time, place, and terms of such sale by publishing same once in each week for three consecutive calendar weeks (Sunday through Saturday), the first such notice to be published not more than 45 days prior to the sale and the last such notice published not less than 7 days prior to the sale; the notice shall be by an advertisement in a newspaper circulated to the general public in the county in which

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the real estate is located, in the section where legal notices are commonly placed, and by separate advertisement, which may be in the same newspaper, in the section where real estate, other than real estate being sold in a legal proceeding is commonly advertised to the public. Provided, however, that where such newspaper does not have a separate legal and real estate section, a single advertisement shall be sufficient.

(d) Plaintiff will also give notice of the public sale to all parties in the action who have appeared and have not 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 of complaint, not more than twenty-eight (28) days not less than seven (7) days prior to the day of sale.

(e) After notice is given in accordance with § 15-1507 of the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 100, § 15-507 (1992), plaintiff shall file a copy of the notice in the Office of the Clerk of this Court, together with a certificate of counsel or other proof that notice has been served.

(f) Plaintiff may, in its discretion, adjourn and continue the sale from time to time upon such additional notice as provided in § 15-1507 of the Illinois Mortgage Foreclosure Act.

(g) Plaintiff, or any of the parties to this action, may become the purchaser at such sale; if plaintiff is the successful bidder at the sale, the amount due the plaintiff, plus all costs,

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advances, and fees hereunder, shall be taken as a credit on its bid.

(h) The Sale Officer may, upon making such sale, immediately execute and deliver to the purchaser a Certificate of Sale, which shall be freely assignable after the expiration of the confirmation of sale, and upon payment of the purchase price and any other amounts required to be paid by the purchaser at the time of sale. The Sale Officer shall additionally, with all convenient speed, file a report of sale and distribution with the court for its approval and confirmation upon motion and notice. The Sale Officer shall include in the report of sale a breakdown of the distribution of sale proceeds and attach a copy of the Certificate of Sale. The Sale Officer shall, out of the proceeds of such sale, make a distribution in the following order of priority:

- (1) the reasonable expenses of sale, including the Sale Officer's commission;
- (2) the reasonable expenses of securing possession of the real estate before sale, holding, maintaining and preparing the real estate 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 mortgage or other recorded agreement, reasonable attorneys' fees;
- (3) payments made pursuant to § 15-1505 of the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, § 1505 (1992);
- (4) satisfaction of plaintiff's claims in the order adjudicated in this Judgment of Foreclosure and Sale or the Order confirming the Sale, including the amount set forth supra § 8(e) with statutory interest from this date;

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- (5) satisfaction of Best Environmental, Inc.'s claim in the amount as described in this Judgment; and
- (6) any proceeds surplus to the mortgagor, or as otherwise directed by the Court.

(i) In case the proceeds of sale are not sufficient to pay the plaintiff's lien in full and there remains a deficiency in the amount due plaintiff, the Sale Officer shall specify the amount of this deficiency in the report of sale, and plaintiff shall be entitled to a judgment in person for the amount of such deficiency against RDT Associates, RDT Industries, Inc., Raymond H. Deyne, ~~Ronald D. Taylor~~^{XS}, and LaSalle National Bank, as Trustee of a Trust Agreement dated July 16, 1989, and known as Trust Number 113694.

(j) Upon sale, the Sale Officer shall, upon the request of the holder of the Certificate of Sale or the purchaser if no Certificate of Sale was issued, execute and deliver to the holder or purchaser a deed sufficient to convey title; this conveyance 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 any non-record claimants.

(k) The parties to this action, including the receiver, who shall be in possession of said premises or any part of the premises, or any person who may have come into such possession under them, or any of them, since the commencement of this foreclosure, shall, as of the date thirty (30) days after the confirmation of the sale, surrender possession of said premises to the purchaser, his representative or assigns; and the order confirming the sale shall so provide.

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13. Leave is granted to plaintiff to withdraw any evidentiary exhibits. True and correct copies of the mortgages and notes are attached to the Complaint and no further copies needs be filed.

14. This court hereby retains jurisdiction of the property which is the subject of this foreclosure for so long as may be necessary for the purpose of placing in possession of the premises the holder of the Certificate of Sale or the grantee or grantees in the Sale Officer's Deed, or its or their legal representatives or assigns, and reserves the right to appoint a receiver to take possession of the premises in order to prevent impairment of their value, to manage and conserve them, or to satisfy from them any deficiency which may be found due to plaintiff.

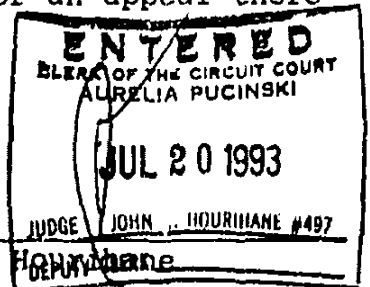
15. This Court expressly finds that there is no just reason for delaying the enforcement of this Judgment or an appeal there from.

16. Counsel for the plaintiff is directed to send a copy of this Judgment of Foreclosure, by certified mail return receipt requested, to the mortgagors in this action.

John W. Costello
Lisa S. Simmons
WILDMAN, HARROLD, ALLEN & DIXON
225 West Wacker Drive
Chicago, Illinois 60606
(312) 201-2000
Firm I.D. No. 10535

ENTERED:

Honorable John N. Hourihane



DATED: _____

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