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PLACITA JUDGMENT

(Rev. 9-22-93) CUCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

] ss.

94710232

PLEAS, before the Honorable . . . EDWIN M. BERMAN
 one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court, at the
 Court House in said County, and state, on June 1 1994
 in the year of our Lord, one thousand nine hundred and 94 and of the
 Independence of the United States of America, the two hundredth and 19

PRESENT: - The Honorable . . . EDWIN M. BERMAN
 Judge of the Circuit Court of Cook County.

JACK O'MALLEY, State's Attorney

MICHAEL F. SHEEHAN, Sheriff

Attest: AURELIA PUCINSKI, Clerk.

DEPT-01 RECORDING \$53.50

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COOK COUNTY RECORDER

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Clerk's Office

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STATE OF ILLINOIS,]
COUNTY OF COOK] ss.

I, AURELIA PUCINSKI, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect

and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

.....
.....
.....
.....
.....

In a certain cause lately pending in said Court, between

..... plaintiff-petitioner

and defendant respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this

day of,19....

..... Clerk



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

DEERFIELD FEDERAL SAVINGS AND LOAN)
ASSOCIATION, successor in interest)
to NORWOOD FEDERAL SAVINGS BANK,)

Plaintiff,)

v.)

MARK JOHN BURKE, Sr. and)
MARY E. BURKE; SPIEGEL & DeMARS,)
judgment creditor per Case No. 92)
D 6541 and document #92807008;)
SPIEGEL & DeMARS, judgment)
creditor per Case No. 92 D 18476)
and document #93885382; Unknown)
Occupants or Tenants; Unknown)
Owners and Non-Record Claimants.)

Defendants.)

Case No. 93 CH 10340

Judge Edwin M. Berman

JUDGMENT OF FORECLOSURE

(Ch. 110, Sec. 15-1504(a) through (3))

This matter being heard on the merits of the Amended Complaint for Foreclosure (the "Complaint") filed herein by Plaintiff, Deerfield Federal Savings and Loan Association (hereinafter referred to as "Deerfield"), and upon Defendant's Judgment of Foreclosure, this Court, having considered the evidence and arguments of counsel and being advised in the premises, makes these FINDINGS:

I. JURISDICTION.

(1) A. The following defendants have each been properly served with a summons and a copy of the Complaint on the dates shown, and, having failed to answer said Complaint or otherwise enter any appearance herein although more than thirty days have passed since such service, are ordered defaulted:

Spiegel & DeMars November 19, 1993

B. The following defendants and unknown owners and non-record claimants were duly served by publication of a notice in the Chicago Daily Law Bulletin, a secular daily newspaper of general

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circulation in Cook County, Illinois, on February 15, February 22, and March 1, 1994, and said defendants have failed to answer the Complaint or otherwise enter any appearance herein, although more than thirty days have passed since the first said publication, and the default date published as aforesaid has passed, and said defendants, unknown owners and non-record claimants are ordered defaulted:

Unknown Owners and Non-Record Claimants

C. The following defendants filed responsive pleadings herein by counsel as shown:

<u>Defendant</u>	<u>Date Filed</u>
Mark John Burke, Sr. and Mary E. Burke	2/22/94

(2) The Court specifically finds service of process in each instance was properly made in accordance with the Code of Civil Procedure.

(3) This Court has jurisdiction over all the parties hereto and the subject matter presented herein.

II. EVIDENTIARY FINDINGS.

(Ch. 110, Sec. 15-1504(a) (1) through (30))

(1) Deerfield filed a Complaint and an Amended Complaint (the "Complaint") herein to foreclose the mortgage or other conveyance in the nature of a mortgage (herein called "mortgage") hereinafter described and joined the following persons as defendants:

Mark John Burke, Sr. and Mary E. Burke, Spiegel & DeMars,
Unknown Owners, Non-Record Claimants, Unknown Occupants or
Tenants

(2) Attached to the Complaint as Exhibit "A" is a copy of said mortgage and as Exhibit "B" is a copy of a note secured thereby. Exhibits "A" and "B" are admitted into evidence, and any originals presented may be withdrawn.

(3) Information concerning mortgage:

A. Nature of Instrument:

Mortgage and Adjustable Rate Note ("Note")

B. Date of Mortgage:

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December 1, 1990

C. Name of Mortgagor:

Deerfield Federal Savings and Loan Association,
successor in interest to Norwood Federal Savings
Bank

D. Name of Mortgagee:

Mark John Burke, Sr. and Mary E. Burke

E. Date and place of recording:

December 13, 1990 - Cook County, Illinois
Recorder of Deeds

F. Identification of recording:

90-606618

G. Interest subject to the mortgage:

Fee Simple

H. Amount of original indebtedness:

\$97,000.00

I. Legal Description of the mortgaged
real estate and common address:

Lot 26 in Papanek, Kovac and Company's
Subdivision of Lot 19 in Schultz, Goven and
Hansen's Resubdivision in the Northwest 1/4 of
Section 16, Township 40 North, Range 13, East of
the Third Principal Meridian, in Cook County,
Illinois.

4732 North Laramie Avenue
Chicago, Illinois 60630

PTN: 13-16-106-034

J. Common address or location of
mortgaged premises:

4732 North Laramie Avenue
Chicago, Illinois 60630

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K. Statement as to defaults:

Defendants have defaulted in that they have failed to make the installment payments of interest and principal required by the provisions of the Note and Mortgage from March 1, 1993 to present.

L. The total amount now due is:

Principal	\$ 95,871.31
Interest through 06/01/94 (per diem \$ <u>16.81</u>)	\$ 9,073.95
Late Fees	\$ 426.45
Negative Escrow	\$ 1,953.89
Clerk of the Circuit Court (filing fees)	\$ 220.00
Sheriff of Cook County (service fees)	\$ 80.60
Cook County Recorder of Deeds (Is Pendens)	\$ 23.50
Chicago Title & Trust Company (minutes of foreclosure)	\$ 593.00
Chicago Daily Law Bulletin (publication)	\$ 297.60
Attorneys fees	\$ <u>4,223.50</u>
Total Balance Due	\$ <u>112,763.80</u>

M. Name of present owner of the real estate:

Mark John Burke, Sr. and Mary E. Burke

N. Names of other persons who are joined as Defendants and whose interest in or lien on the mortgage real estate is sought to be terminated:

- a. Unknown Occupants or Tenants;
 - b. Unknown Owners and Nonrecord Claimants;
 - c. SPIEGEL & DeMARS, judgment creditor per Case No. 92 D 6541 in the Circuit Court of Cook County, and memorandum of judgment recorded as document #92807008;
 - d. ✓ SPIEGEL & DeMARS, judgment creditor per Case No. 92 D 18476 in the Circuit Court of Cook County, and memorandum of judgment recorded as document #93885382.
- b. That in addition to persons designed by name herein and the unknown defendants hereinabove referred to there are other persons who are interested in this action and who have or claim some right, title, interest, or lien in, to or upon the real estate, or

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some part thereof, in this complaint described; that the name of each of such other persons is unknown to plaintiff and on diligent inquiry cannot be ascertained, and all such persons are therefore made party defendants to this action by the name and description of "UNKNOWN OWNERS" and their interest if any is subject, subordinate and inferior to the lien of plaintiff's Mortgage.

- c. That in addition to persons designated by name herein, there are other persons who have or claim to have an interest in the mortgage real estate which is not disclosed of record by recorded notice or proceeding which would give constructive notice and who are more fully defined in Chapter 110, Paragraph 15-1210, Illinois Revised Statutes (1986) (Code Civ. Proc. Sec. 15-1210); and whose interest falls in any of the following categories: (1) right of homestead, (2) judgment creditor, (3) beneficiary interest under any trust other than the beneficial interest of a beneficiary of a trust in actual possession of all or part of the real estate or (4) mechanics' lien claim. That the name or names of these claimants and all such other persons are made party defendants to this action by the name and description of "NON-RECORD CLAIMANTS".
- O. Names of Defendants claimed to be personally liable for deficiency, in any:
- a. Mark John Burke, Sr. and Mary E. Burke
- P. Capacity in which Plaintiff brings this foreclosure:
- As the owner and legal holder of the Note which is secured by the Mortgage and indebtedness sought to be foreclosed herein.

III. DEEMED ALLEGATIONS PROVED.

(Ch. 110, Sec. 15-1504(c) (1) through (11))

(1) On the date indicated in the Complaint, the obligor of the indebtedness or other obligations secured by the mortgage was justly indebted in the amount of the indicated original indebtedness to the original Mortgage or payee of the mortgage note.

(2) The exhibits attached to the Complaint are true and correct copies of the Mortgage and Note.

(3) The mortgagors were, at the date indicated in the Complaint, owners of the interest in the real estate described in the Complaint

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and as of that date made, executed and delivered the Mortgage as security for the Note or other obligations.

(4) The Mortgage was recorded in the county in which the mortgaged real estate is located, on the date indicated, in the book and page or as the document number indicated.

(5) Defaults occurred as indicated in the Complaint and in evidence or affidavits presented to this Court.

(6) The persons named as present owners are the owners of the indicated interests in and to the real estate described.

(7) The Mortgage constitutes a valid, prior and paramount lien upon the indicated interest in the mortgaged real estate, which lien is prior and superior to the right, title, interest, claim or lien of all parties and non-record claimants whose interest in the mortgage real estate are terminated by this foreclosure.

(8) By reason of the defaults alleged and proved, if the indebtedness had not matured by its terms, the same became due by the exercise, by Deerfield or other persons having such power, of a right or power to declare immediately due and payable the whole of all indebtedness secured by the Mortgage.

(9) Any and all notices of default or election to declare the indebtedness due and payable or other notices required to be given have been duly and properly given.

(10) Any and all periods of grace or other period of time allowed for the performance of the covenants or conditions claimed to be breached or for the curing of any breaches have expired.

(11) The amount indicated to be due is broken down in the statement in the Complaint or in the evidence or affidavits presented to the court into various items; the same are correctly stated and if such breakdown indicates any advances made or to be made by Deerfield or owner of the Mortgage indebtedness, such advances were, in fact, made or will be required to be made, and under and by virtue of the Mortgage the same constitute additional indebtedness secured by the Mortgage.

IV. FEES AND COSTS.

(Ch. 110, Sec. 15-1504(d) (1) through (6))

(1) Deerfield has been compelled to employ and retain attorneys to prepare the reinstatement agreement which defendants refused to execute, to prepare and file the Complaint, and to represent and advise Deerfield in the foreclosure of the mortgage, and Deerfield has and will thereby become liable for the usual, reasonable and customary fees of the attorneys in the behalf.

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(2) Deerfield has been compelled to advance or will be compelled to advance, various sums of money in payment of costs, fees, expenses and disbursements incurred in connection with the foreclosure, including, without limiting the generality of the foregoing, filing fees, stenographer's fees, witness fees, costs of publication, costs of procuring and preparing documentary evidence and costs of procuring abstracts of title, Torrens certificates, foreclosure minutes and a title insurance policy.

(3) Under the terms of the Mortgage, all such advances, costs, attorneys' fees and other fees, expenses and disbursements are made a lien upon the mortgaged real estate and Deerfield is entitled to recover all such advances, costs, attorneys' fees, expenses and disbursements, together with interest on all advances at the rate provided in the mortgage, or, if no rate is provided therein, at the statutory judgment rate, from the date on which such advances are made.

(4) In order to protect the lien of the Mortgage, it may or had become necessary for Deerfield to pay taxes and assessments which have been or may be levied upon the mortgaged real estate.

(5) In order to protect and preserve the mortgaged real estate, it has or may also become necessary for Deerfield to pay fire and other hazard insurance premiums on the real estate or to make such repairs to the real estate as may reasonably be deemed necessary for the proper preservation thereof.

(6) Under the terms of the Mortgage, any money so paid or expended has or will become an additional indebtedness secured by the Mortgage and will bear interest from the date such monies are advanced at the rate provided in the Mortgage, or, if no rate is provided, at the statutory judgment rate.

V. ULTIMATE FINDINGS.

(1) The allegations of Deerfield's Complaint are true substantially as set forth, the equities in the cause are with Deerfield, and Deerfield is entitled to the relief requested in the Complaint including foreclosure of said Mortgage upon the real estate described therein in the amount of the Total Balance Due, as found in II, paragraph 3. (L) above, together with interest thereon at the

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(2) All lien or mortgage claimants defaulted are found and declared to have no interest in the real estate foreclosed, as they have offered no evidence of said interest.

(3) Said real estate is free and clear of all liens and encumbrances except:

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- A. General real estate taxes for the year and thereafter and special assessments, if any.
- B. Said Mortgage given to Deerfield.

(4) Deerfield's Mortgage is prior and superior to all other mortgages, claims of interests and lien upon said real estate 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 Deerfield's mortgage or prior liens of non-parties.

(5) The sum of attorneys' fees allowed herein as stated above is the fair, reasonable and proper fee to be allowed to Deerfield as attorneys' fees in this proceeding in accordance with the terms of the Note and Mortgage given to Deerfield by said Defendants, which should be added to and become a part of the indebtedness due to Deerfield.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

VI. ORDER UPON DELMED REQUEST FOR FORECLOSURE.
(Ch. 110, Sec. 15-1504(e) (1) through (6))

(1) An accounting has been taken under the direction of the court of the amounts due and owing to Deerfield as declared herein.

(2) The Defendants are ordered to pay to Deerfield before expiration of any redemption period (or, of no redemption period, within seven days after the date of this judgment) whatever sums may appear to be due upon the taking of such account, together with attorneys' fees and costs of the proceedings (to the extent provided in the Mortgage or by law).

(3) In default of such payment in accordance with this judgment, the mortgaged real estate shall be sold as described by the court, to satisfy the amount due to Deerfield as set forth in this judgment, together with the interest thereon at the statutory judgment rate from the date of the judgment.

(4) In the event Deerfield is a purchaser of the mortgaged real estate at such sale, the Plaintiff may offset against the purchase price of such real estate the amounts due under the judgment for foreclosure and order confirming the sale.

(5) In the event of such sale and the failure of the person entitled thereto to redeem prior to such sale pursuant to statutory provisions, the Defendants made parties to the foreclosure in accordance with statutory provisions, and all non-record claimants given notice of the foreclosure in accordance with the statutory provisions, and all persons claiming by, through or under them, and each and any and all of the them, shall be forever barred and

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foreclosed of any right, title, interest, claim, lien or right to redeem in and to the mortgaged real estate.

(6) If no redemption period is made to such sale, a deed shall be issued to the purchaser there according to law and such purchaser shall be let into possession of the mortgaged real estate in accordance with statutory provisions.

VII. ORDER UPON SPECIAL MATTERS.

(Ch. 110, Sec. 15-1506(f) (1) through (15))

(1) The sale shall be by public auction.

(2) The sale shall be by open verbal bid.

(3) Exceptions to which title in the real estate shall be subject at the sale shall include general real estate taxes for the current year and for the proceeding year which have not become due and payable as of the date of this judgment and any special assessments upon the real estate and easements and restrictions of record.

(4) In the event any party to this foreclosure is a successful bidder at the sale, such party may offset against the purchase price to be paid for such real estate of amounts due such party under this judgment of foreclosure or the order confirming the sale.

VIII. ORDER FOR JUDICIAL SALE.

(Ch. 110, Sec. 15-1507(a) through (e))

(a) The real estate is ordered sold in accordance with statutory provisions.

(b) Upon expiration of the redemption period or within seven days of entry of this judgment if the redemption and reinstatement periods have been waived by agreement of the parties, the real estate shall be sold by the Sheriff of Cook County, Illinois, as Selling Officer pursuant to Ill. Rev. Stat. ch. 110, Section 15-1506(f).

(c) **Notice of Sale.** The mortgage, or such other party designated by the court, in a foreclosure under this Article shall give public notice of the sale as follows:

(1) The notice of sale shall include the following information, but an immediate error in the information shall not invalidate the legal effect of the notice:

a. the name, address and telephone number of the person to contact for information regarding the real estate;

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- b. the common address and other common description (other than legal description), if any, of the real estate;
 - c. a legal description of the real estate sufficient to identify it with reasonable certainty;
 - d. a description of the improvements on the real estate;
 - e. the real estate may be inspected prior to sale upon making reasonable arrangements with the person identified in paragraph (a) above;
 - f. the time and place of the sale;
 - g. the terms of the sale;
 - h. the case title, case number and the court in which the foreclosure was filed; and
 - i. no other information is required.
- (2) The notice of sale shall be published at least three consecutive calendar weeks (Sunday through Saturday), once in each week, the first such notice to be published not more than 35 days prior to the sale, the last such notice to be published not less than 7 days prior to the sale, by:
- i. (A) an advertisement in a newspaper circulated to the general public in the county in which the real estate is located, in the section of that newspaper where legal notices are commonly placed and (B) a separate advertisement in the section of such newspaper, which may be the same newspaper, in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public; provided, that where both advertisements could be published in the same newspaper and that newspaper does not have separate legal notices and real estate advertisement sections, a single advertisement shall be sufficient; and
 - ii. no other publications shall be required.
- (3) The party who gives notice of public sale shall also give notice to all parties in the action who have appeared and have not heretofore been found by the court to be in default for failure to plead. Such notice shall be given in the manner provided in the

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applicable rules of court for service of papers other than process and Complaint, not more than 28 days nor less than 7 days prior to the day of sale. After notice is given as required in this Section, a copy thereof shall be filed in the office of the clerk of the court together with a certificate of counsel or other proof that notice has been served in compliance with this Section.

- (4) The party who gives notices of public sale shall again give notice of any adjourned sale; provided, however, that if the adjourned sale is to occur less than 30 days after the last scheduled sale, notice of any adjourned sale need be given only once, not less than 5 days prior to the date of the adjourned sale.
- (5) Notice of the sale may be given prior to the expiration of the redemption period.
- (6) No other notice by publication or posting shall be necessary.
- (7) The person named in the notice of sale to be contacted for information about the real estate shall not be required to provide additional information other than that set forth in the notice of sale.

(d) **Election of Property.** If the real estate is susceptible of division, the person conducting the sale may order it to be sold as necessary to satisfy this judgment. The person conducting the sale shall determine which real estate shall be sold and the person conducting the sale may determine the order in which separate tracts may be sold.

(e) **Certificate of Sale.** Upon the sale of mortgaged real estate, the person conducting the sale shall give a certificate of sale to the purchaser and cause such certificate of sale to be recorded. The certificate shall be freely assignable by endorsement thereon.

IX. TRANSFER OF TITLE.

(Ch. 110, Sec. 15-1509(a) (b))

(a) Upon or after confirmation of the sale, the person who conducted the sale or the court shall execute a deed to the holder of the certificate of sale sufficient to convey title, which deed shall identify the court and the caption of the case in which judgment was entered authorizing issuance of the deed. Signature and the recital in the deed of the title or authority of the person signing the deed as grantor, of authority pursuant to this judgment and of the giving of the notices required by statute shall be sufficient proof of the

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facts recited and of such authority to execute the deed, but such deed shall not be construed to contain any covenant on the part of the person executing it.

(b) Delivery of the deed executed on the sale of the real estate, even if the purchaser or holder of the certificate of sale is a party to the foreclosure, shall be sufficient to pass the title thereto. Such conveyance shall be an entire bar of (i) all claims of parties to the foreclosure, and (ii) all claims of any non-record claimant who is given notice of the foreclosure as provided by statute.

X. APPLICATION OF PROCEEDS.
(Ch. 110, Sec. 15-1512(a) through (d))

The proceeds resulting from the sale ordered herein shall be applied in the following order:

- (a) The reasonable expenses of sale;
- (b) The reasonable expenses of securing possession 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 and not prohibited by law, reasonable attorneys' fees, payments made pursuant to Illinois Revised Statutes, Chapter 110, Section 15-1505 and other legal expenses incurred by the mortgagee;
- (c) Satisfaction of claims in the order of priority adjudicated in this judgment of foreclosure; and
- (d) Remittance of any surplus to the mortgagor or as otherwise directed by the Court.

XI. REINSTATEMENT.

On February 16, 1993, Defendants exercised their statutory right of reinstatement and do not have the right of reinstatement and do not have the right to reinstate the Note and Mortgage again within the five (5) year period from the date thereof.

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XII. REDEMPTION - NON-RESIDENTIAL.

This is a foreclosure of a mortgage of residential real estate. The rights of redemption shall expire three months from the date of the entry of this Judgment of Foreclosure, September 1, 1994, unless shortened by further Order of Court.

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XIII. OTHER MATTERS.

- (a) (Report of Sale)
(Ch. 110, Sec. 15-1508(a) (b))

The person conducting the sale shall file a report of sale with the Clerk of this Court specifying the amount of proceeds of sale realized and the disposition thereof.

- (b) (Possession)
(Ch. 110, Sec. 15-1701(c))

Deerfield is authorized to take possession of said real estate upon the entry of this Court Order of the mortgage foreclosed; Deerfield has prevailed on a final hearing of this cause; Plaintiff has requested to be placed in possession of said real estate, and mortgagor has not objected and shown good cause for having possession of said premises thereafter. After the entry of this judgment, Deerfield shall have exclusive possession of said real estate and after the sale ordered herein, the holder of the certificate of sale shall have Deerfield's right to be placed in possession of said real estate.

- (c) (Homestead Waiver)
(Ch. 110, Sec. 12-904)

Mortgagor waived their right to homestead or other exemptions in said real estate in the body of said Mortgage, which was duly signed and acknowledged, and said mortgagor is therefore barred from claiming any right of homestead or other exemptions in said real estate.

- (d) (Deficiency)
(Ch. 110, Sec. 15-1504(f), 15-1508(b) (2) and (e)
and 15-1511)

If the money arising from said sale shall be insufficient to pay the amount due to Deerfield with interest and the costs and expenses of sale, the person conducting the sale shall specify the amount of such deficiency in the report of sale, and a judgment shall be entered therefore, if appropriate, against Defendants.

- (e) (Appealability)
(Supreme Court Rule 304)

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There is no just reason to delay enforcement of or appeal from this final appealable judgment order.

Entered:

JUDGE EDWIN M. BERMAN

JUN - 1 1994

JUDGE Circuit Court-153



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Jerome F. Crotty, Esq.
Robert A. McMahon, Esq.
Rieck and Crotty, P.C.
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(312) 726-4646
Attorney ID# 24909

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STATE OF ILLINOIS,]
COUNTY OF COOK] ss.

I, AURELIA PUCINSKI, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect

and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

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.

in a certain cause lately pending in said Court, between . . . *Deerfield federal savings*
and Leon plaintiff/petitioner
and . . . *Mark John Bruck* defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 10

day of *Aug* 19 *94*
. . . *Aurelia Pucinski* Clerk

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PLACITA JUDGMENT

(Rev. 9-22-93) CUCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,]
COUNTY OF COOK] ss.

PLEAS, before the Honorable
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court, at the
Court House in said County, and state, on
in the year of our Lord, one thousand nine hundred and and of the
Independence of the United States of America, the two hundredth and

PRESENT: - The Honorable
Judge of the Circuit Court of Cook County.

JACK O'MALLEY, State's Attorney

MICHAEL F. SHEEDAN, Sheriff

Attest: AURELIA PUCINSKI, Clerk.

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