

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

1-6-94  
I hereby certify that this document is a full, true and correct copy of the original on file in my office and is true to the original.

*Greg Schuman*

ARTHUR BLECH as successor to  
Frieder Burda, Hubert Burda,  
and Franz Burda,

Plaintiff,

v.

No. 93 C 5128

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as Trustee  
under Trust Agreement dated  
November 8, 1988, and known as  
Trust No. 10621004; 11 EAST ADAMS  
PARTNERSHIP, an Illinois general  
partnership; WASHINGTON NATIONAL  
DEVELOPMENT COMPANY, a Delaware  
corporation; ANDERSON LEASING  
AND MANAGEMENT, INC., an Illinois  
corporation.

Defendants.

Judge Milton I. Shadur

DEPT-01 \$25.50  
T34466 TRAN 2703 01/10/94 09:14:00  
#0478 \* -94-024411  
COOK COUNTY RECORDER

CONSENT JUDGMENT OF FORECLOSURE

This cause having come to be heard on the Stipulation of the parties to the entry of this Consent Judgment;

And the Court, having examined the files and record in this cause and having examined the evidence and being fully advised in the premises, finds that the defendants have been duly and properly brought before the Court and that this Court now has jurisdiction over the defendants and the subject matter hereof;

And it further appearing to this Court that all defendants have expressly consented to the entry of this Consent Judgment of Foreclosure pursuant to the Stipulation filed in this proceeding, and that the material allegations of the Complaint are undisputed;

And it further appearing to the Court that due notice of the entry of this Consent Judgment for Foreclosure has been given to all parties entitled thereto, and the Court being fully advised in the premises, does find from the files, records and competent evidence herein as follows:

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1. That all the material allegations of the Complaint are true and proven, and that by virtue of the Non-Recourse Promissory Note, Mortgage and Security Agreement ("Mortgage"), Assignment of Rents, Financing Statements and Loan Extension Agreement attached as Exhibits A through E to the Complaint, there is due to the plaintiff, and he has a valid and subsisting lien on the property described hereafter, for an amount in excess of \$5,500,000.00 (the "Indebtedness");

2. That the Mortgage described in the Complaint being foreclosed was recorded on January 24, 1964, in the Office of the Recorder of Deeds, Cook County, Illinois and appears of record in said Office as Document No. 26941518 and the property encumbered by said Mortgage and herein referred to is described as follows:

Lot 2 and the North 20 feet of Lot 3 (except that part taken for State Street) in Block 6 in the West Half of the North West Quarter of Fractional Section 15 Addition to Chicago in Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 11 East Adams Street, Chicago, Illinois.

Property Index No. 17-15-104-001, Vol. 510.

3. That the rights and interests of all other parties to this cause in and to the property hereinbefore described are inferior to the lien of the plaintiff heretofore mentioned.

4. That the Mortgage sought to be foreclosed herein was executed after August 7, 1961.

5. That the plaintiff has complied with all notice provisions required by, and that the Mr. Blech has otherwise fully complied with, the provisions of 735 ILCS 5/15-1402.

6. That all defendants have expressly consented to the entry of this Consent Judgment of Foreclosure.

7. That no party has shown good cause why this Judgment should not be entered.

NOW THEREFORE IT IS HEREBY ORDERED that absolute title to the real estate commonly known as 11 East Adams Street, Chicago, Illinois and the personal property of Trust No. 106910-04 and of 11 East Adams Partnership located thereon shall vest in Arthur Blech's

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nominee H&A Investments Limited Partnership, an Illinois Limited Partnership on January 4, 1994, free and clear of all claims, liens, and interests of the mortgagor, of all persons claiming by, through or under the mortgagor, and of all parties to this litigation, including without limitation all rights of reinstatement and redemption.

IT IS FURTHER ORDERED AND ADJUDGED that the Indebtedness remaining due plaintiff as of January 4, 1994 shall be deemed satisfied by virtue of the entry of this Judgment and the vesting of title in plaintiff, and that there shall be no in personam deficiency against the mortgagor, any other defendant, or any other person liable for the Indebtedness or other obligations secured by the Mortgage, if any, the same having been waived and released by plaintiff.

IT IS FURTHER ORDERED AND ADJUDGED that Rubloff, Inc. is discharged as Receiver effective upon the vesting of title in plaintiff on January 4, 1994, pursuant to the terms of this Judgment.

The Court hereby retains jurisdiction of the subject matter of this cause and of all the parties hereto, for the purpose of enforcing this Judgment and expressly finds that there is no just reason for delaying the enforcement of this Judgment or any appeal therefrom.

DATED: January 4, 1994.

ENTER:



Honorable Milton I. Shadur

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Howard J. Siegel  
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NEAR NORTH NATIONAL TITLE  
222 N. LA SALLE CORP.  
CHICAGO, IL 60601

ATTN: MARY

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