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CERTIFIED COPY (Rev. 6/85)

United States District Court
Northern District of Illinois
Eastern Division

I, H. Stuart Cunningham, Clerk of the United States District Court for the Northern District of Illinois, do hereby attest and certify that the annexed ~~document is~~ ~~documents are~~ a full, true, and correct copy of the original(s) on file in my office and in my legal custody.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Chicago, Illinois on 2-18-94.

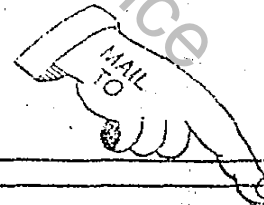
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H. STUART CUNNINGHAM

CLERK

By: Cassandra Miller

Deputy Clerk



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14

Box 310

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Minute Order Form (rev. 12/00)

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

Name of Assigned Judge or Magistrate Judge	Wayne R. Andersen	Sitting Judge if Other Than Assigned Judge	
Case Number	93 C 2715	Date	February 2, 1994
Case Title	Fidelity Mutual v. LaSalle National		

(In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd-party plaintiff, and (b) state briefly the nature of the motion being presented.)

MOTION:

Sent for Microfilming

FEB 3 1994

Filed on _____

DOCKET ENTRY:

(1)	<input type="checkbox"/>	Filed motion of (use listing in "MOTION" box above)	
(2)	<input type="checkbox"/>	Brief in support of motion due _____	
(3)	<input type="checkbox"/>	Answer brief to motion due _____ Reply to answer brief due _____	
(4)	<input type="checkbox"/>	<input type="checkbox"/> Ruling on _____ set for _____ at _____ <input type="checkbox"/> Hearing	
(5)	<input checked="" type="checkbox"/>	Status hearing <input checked="" type="checkbox"/> held <input type="checkbox"/> continued to _____ set for _____ re-set for 16 Feb 94 at 9:00 a.m.	
(6)	<input type="checkbox"/>	Pretrial conf. <input type="checkbox"/> held <input type="checkbox"/> continued to _____ set for _____ re-set for _____ at _____	
(7)	<input type="checkbox"/>	Trial <input type="checkbox"/> Set for _____ re-set for _____ at _____	
(8)	<input type="checkbox"/>	<input type="checkbox"/> Bench Trial <input type="checkbox"/> Jury Trial <input type="checkbox"/> Hearing held and continued to _____ at _____	
(9)	<input type="checkbox"/>	This case is dismissed <input type="checkbox"/> without <input type="checkbox"/> with prejudice and without cost. <input type="checkbox"/> by agreement <input type="checkbox"/> pursuant to <input type="checkbox"/> FRCP 4(j) (failure to serve) <input type="checkbox"/> General Rule 21 (want of prosecution) <input type="checkbox"/> FRCP 41(h)(1) <input type="checkbox"/> FRCP 41(a)(2)	
(10)	<input checked="" type="checkbox"/>	[Other docket entry] Judgment for Foreclosure and Sale is entered on Counts I and II of the complaint. Count III remains viable before the court.	

DEPT-01 RECORING \$51.00

T#2222 TRAN 6719 02/18/94 16:20:00

43094 @ FEB 16-94-163287

COOK COUNTY RECORDER

(11)	<input checked="" type="checkbox"/>	[For further detail see <input type="checkbox"/> order on the reverse of <input type="checkbox"/> order attached to the original minute order form.]
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<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input checked="" type="checkbox"/> Docketing to mail notices. <input checked="" type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate Judge.	ED-5 RECEIVED FOR DOCKETING 94 FEB -2 PM 4: 03	number of notices docketed: 3 date docketed: FEB 3 1994 docketing dpty. initials: UMJ date mailed notice: FEB 3 1994 mailing dpty. initials: UMJ	Document # <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 2em;">21</div>
courtroom deputy's initials: 78	Date/time received in central Clerk's Office		

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

THE FIDELITY MUTUAL LIFE
INSURANCE COMPANY,

Plaintiff,

v.

LASALLE NATIONAL TRUST, N.A.,
as successor to Lasalle
National Bank not personally
or individually but as Trustee
under Trust Agreement dated
February 1, 1987 and known as
Trust No. 112015; J&B INVESTMENTS
LTD., an Illinois general
partnership; JOHN C. KLOTSCHE;
and CHRISTINE E. KLOTSCHE

Defendants.

No. 93 C 2715

Judge Wayne Andersen

DOCKETED
FEB 02 1994

JUDGMENT FOR FORECLOSURE AND SALE

This cause coming on to be heard for status and upon the agreement of the Plaintiff and all of the Defendants in this cause to enter judgment with regard to Counts I and II of the Complaint for Foreclosure and Other Relief ("Complaint") filed by plaintiff, THE FIDELITY MUTUAL LIFE INSURANCE COMPANY ("Plaintiff" or "Fidelity"), pursuant to Section 15-1506(a)(1) of the Illinois Mortgage Foreclosure Law (Ill. Rev. Stat. ch. 110, 15-1101 *et seq.*), and the Court finding that plaintiff has commenced this action by filing its Complaint against defendants, LaSALLE NATIONAL TRUST N.A., as successor to LaSALLE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated February 1, 1987 and known as Trust No. 112015 ("Trust" or "Mortgagor"); J&B INVESTMENTS, an Illinois general partnership ("Beneficiary"), JOHN

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C. KLOTSCHE and CHRISTINE E. KLOTSCHE, and all of the Defendants, including the general partners of Beneficiary, are citizens of the State of Illinois. The Court further finds that:

I. JURISDICTION

A. It has jurisdiction of the parties to and subject matter of this action.

B. The defendants have each been properly served with a summons and copy of the Complaint or have otherwise appeared by the filing of an appearance on the dates shown below:

Party	Date of Service or Appearance	Appearance
(i) Trust	May 12, 1993	Yes
(ii) Beneficiary	June 14, 1993	Yes
(iii) John C. Klotsche	June 14, 1993	Yes
(iv) Christine E. Klotsche	June 14, 1993	Yes

II. EVIDENTIARY FINDINGS

C. The material facts are uncontroverted and Fidelity is entitled to judgment against Mortgagor, Beneficiary, John C. Klotsche and Christine E. Klotsche as a matter of law. Therefore, all claims or interests in the property that might be asserted by any and all Defendants are barred and their respective interests in the property described herein foreclosed.

D. All material allegations of the Complaint related to Counts I and II of the Complaint are true and proven.

E. The evidence of the indebtedness ("Note") and the security foreclosed, a Mortgage and Security Agreement ("Mortgage") and the Security Agreement have been exhibited in open Court and have been attached to plaintiff's complaint as Exhibits 1, 2 and 4.

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Exhibits 1, 2 and 4 are admitted into evidence. Leave is given to withdraw the originals of the documents and substitute copies.

III. FEES AND COSTS

F. Plaintiff has been compelled to employ and retain attorneys to prepare and file the complaint and to represent and advise the plaintiff in the foreclosure of the Mortgage, and the plaintiff has and will thereby become liable for the usual, reasonable and customary fees of the attorneys.

G. The plaintiff has been compelled to advance and will be compelled to advance, after entry of this judgment, 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, operating expenses paid to the court-appointed Receiver, costs of publication, costs of procuring and preparing documentary evidence and costs of procuring foreclosure minutes and a title insurance policy.

H. 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 the plaintiff 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 were made.

I. In order to protect the lien of the Mortgage, it may or has become necessary for plaintiff to pay taxes and assessments

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which have been or may be levied upon the mortgaged real estate and 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 or to incur other costs and expenses as provided in the Mortgage.

J. 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 so provided, at the statutory judgment rate.

IV. ULTIMATE FINDINGS

K. The equities in this cause are with the plaintiff, who is entitled to a Judgment of Foreclosure and Sale in accordance with the prayer of the Complaint together with interest thereon at the statutory rate after the entry of this judgment and additional court costs, expenses of sale, and additional costs and attorney fees that plaintiff may incur as set forth in the Mortgage that are not included in this judgment which shall be included in an amended or additional judgment at the time this court enters an order confirming the sale provided for herein.

L. There is due plaintiff upon the Note secured by the Mortgage, exclusive of the amounts claimed in Count III and plaintiff has a valid and first lien upon the real estate and personal property hereinafter described in the following amounts:

- (1) For fees and costs advanced
due Katz, Randall &
Weinberg through December 31, 1993 \$ 8,432.01
- (2) For unpaid principal, interest, late charges, and
the prepayment penalty:

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a. Principal balance	\$ 747,849.69
b. Interest from November 1, 1992 to November 30, 1992	\$ 6,387.88
c. Default Interest from December 1, 1992 to February 2, 1994	\$ 131,808.49
d. Late Charges	\$ 4,507.88
e. 4% Prepayment Penalty	\$ 29,913.99

TOTAL AMOUNT DUE as of February 2, 1994

(Exclusive of unpaid taxes and attorneys' fees and costs incurred after December 31, 1993).

\$ 928,899.94

M. The court has reviewed the foregoing costs and fees and the sum of attorneys' fees and costs allowed herein as stated in paragraph L above were necessarily incurred and are fair, reasonable, customary and proper charges to be allowed to plaintiff as attorneys' fees and costs in this proceeding in accordance with the terms of the Note and Mortgage given to plaintiff by Trust, which has been added to and becomes a part of the indebtedness due to plaintiff.

N. Plaintiff is the holder of a valid mortgage and plaintiff's Mortgage is a valid lien upon the real estate and personal property which is prior, paramount and superior to all other mortgages, claims of interests and liens upon the real estate and personal property of all other parties except for real estate taxes and special assessments, if any.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that a judgment for foreclosure and sale is granted to plaintiff and against all defendants and it is further ordered as follows:

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1. ORDER FOR FORECLOSURE

1. In the event plaintiff is not paid the total amount due of \$928,889.94 within 3 days from the date of this judgment, including such additional costs, fees and interest that accrues after this judgment, the mortgaged real estate, with all improvements, fixtures and appurtenances thereto, and the personal property as described herein shall be sold at public auction to the highest bidder for cash as hereinafter provided, to satisfy the total amount due to the plaintiff as set forth in this judgment, together with interest thereon at the statutory judgment rate from the date of the judgment and such additional fees, costs and expenses that plaintiff incurred after December 31, 1993 to the date of this judgment and may incur under the Mortgage after the date of this judgment.

2. In the event the plaintiff is a purchaser of the mortgaged real estate and personal property at such sale, the plaintiff may offset against the purchase price of such real estate the amounts due under the judgment for foreclosure and further amounts found to be due under the order confirming the sale as a result of costs, fees and interest accrued after the dates set forth in Paragraph L.

3. The property herein referred to and hereby foreclosed and directed to be sold is situated at the address commonly known as 1919 West 19th Street, Broadview, Illinois and is more legally described as follows:

ALL OF VACATED LOTS 31 TO 38, BOTH INCLUSIVE,
THE WEST HALF OF VACATED ALLEY LYING EAST OF
AND ADJOINING SAID LOTS 31 TO 38, BOTH
INCLUSIVE, AND THE EAST HALF OF VACATED 20TH

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AVENUE LYING WEST OF AND ADJOINING SAID LOTS 31 TO 38, BOTH INCLUSIVE, ALL IN JOSEPH L. DONAT'S ADDITION TO BROADVIEW, A SUBDIVISION IN THE SOUTH 13 RODS 5 1/2 FEET OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER AND IN THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1919 West 19th Street, Broadview, Illinois.

P.I.N.: 15-22-301-006, volume 171

The personal property foreclosed and directed to be sold is described as follows:

all machinery, apparatus, equipment fittings, fixtures and articles of personal property of every kind and nature whatsoever and replacements thereof owned by Debtor (J&B Investments, Ltd, an Illinois general partnership), including but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention apparatus, elevators, escalators, stairs, awnings, screens, storm cabinets, partitions, ducts and compressors, furniture, carpets and garage equipment, if any, now or at any time hereafter affixed to, attached to, placed upon or used or usable in any way in connection with the use, enjoyment, occupancy or operation of the buildings or other improvements on the real estate above described and by this reference incorporated herein, and all rents, issues and profits of said real estate, excepting therefrom any of the foregoing owned or belonging to the Trust or any tenants of said real estate; together with all property coming into Debtor's possession due to any sale or exchange or transfer thereof or arising by virtue of ownership thereof, including, but not limited to, all proceeds, insurance proceeds, replacements, additions, accessions and substitutions thereof (the Personal Property, together with all of said other property, is hereinafter collectively referred to as the "Collateral")...

4. In the event of such sale, the defendants made parties to the foreclosure in accordance with statutory provisions, and all persons claiming by, through or under them, and each and any and

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all of them, shall be forever barred and foreclosed of any right, title, interest, claim, lien or right to redeem in and to the mortgaged real estate or personal property.

5. A deed to the real estate and bill of sale for the personal property shall be issued to the purchaser at such sale according to law and such purchaser shall be let into possession of the mortgaged real estate and personal property in accordance with statutory provisions.

II. REDEMPTION

6. This is a foreclosure of a mortgage of commercial real estate and a security interest in certain personal property and not a foreclosure of a mortgage of residential real estate.

7. Under the mortgage, defendants waived any and all rights of redemption from the foreclosure sale, which waiver is fully effective and binding as to all parties. The redemption rights, if any, of all defendants, and all other persons claiming an interest in the mortgaged real estate is hereby forever barred and foreclosed; and that the mortgaged real estate, and all of the right, title and interest of all defendants, and all persons claiming by, under, or through them, in and to said mortgaged real estate, be sold in accordance with 28 U.S.C. § 2001(a), said sale to be made without relief from valuation or appraisal laws.

III. ORDER FOR JUDICIAL SALE

8. The real estate and personal property shall be sold for cash by David Weininger, as Special Commissioner appointed by this court pursuant to this Judgment, at the Dirksen Federal Building, being a Courthouse in the County where the property foreclosed is

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situated in accordance with the statutory provisions, at a time and place to be selected by the Special Commissioner.

9. The notice of sale shall be published at least four consecutive calendar weeks (Sunday through Saturday), once in each week, the first such notice to be published not more than 45 days prior to the sale, the last such notice to be published not less than 7 days prior to the sale, by 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 a separate advertisement in the section of such newspaper, which may (except in Cook County, Illinois) 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.

10. 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 applicable rules of court for service of papers other than process and complaint, not more than 45 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 this court together with a certificate of counsel or other proof that notice has been served in compliance with this Section.

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11. The sale may be adjourned at the discretion of the party conducting it. The party who gives notice of public sale shall again give notice of any adjourned sale; provided, however, that if the adjourned sale is to occur less than 60 days after the last scheduled sale, notice of any adjourned sale need not be given.

12. Upon the sale of the mortgaged real estate and personal property, the person conducting the sale shall give a certificate of sale and a bill of sale to the purchaser and cause such certificate of sale to be recorded. The certificate of sale and bill of sale shall be freely assignable by endorsement thereon.

IV. TRANSFER OF TITLE

13. Upon or after confirmation of the sale, the Special Commissioner shall execute a deed and bill of sale to the purchaser 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 and bill of sale 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 facts recited and of such authority to execute the deed and bill of sale, but such deed and bill of sale shall not be construed to contain any covenant on the part of the person executing them.

14. Delivery of the deed and bill of sale executed on the sale of the real estate and personal property, even if the purchaser is a party to the foreclosure, shall be sufficient to pass the title thereto. Such conveyance shall be an entire bar of all claims of parties to the foreclosure.

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V. APPLICATION AND DISTRIBUTION OF PROCEEDS

15. 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 Section 15-1505 of the Illinois Mortgage Foreclosure Law and such other legal expenses incurred by the mortgagee on and after December 31, 1993.
- (c) satisfaction of claims of the plaintiff, as adjudicated in this judgment of foreclosure; and
- (d) remittance of any surplus to be held by the person appointed by the court to conduct the sale until further order of the court. If there is a surplus, such person conducting the sale shall send written notice to all parties to the proceeding advising them of the amount of the surplus, and that the surplus shall be held until a party obtains a court order for its distribution or until, in the absence of an order, the surplus is forfeited to the State.

16. 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.

17. If the money arising from said sale shall be insufficient to pay the amounts due to plaintiff 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 against Trust.

In addition, plaintiff shall be entitled to have any rents, issues and profits of the property applied toward the payment of such deficiency, and plaintiff is entitled to a lien prior and

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superior to the rights of all defendants hereto in and to such rents, issues and profits until the deficiency shall be paid in full).

VI. POSSESSION

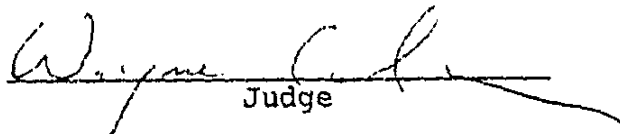
18. Plaintiff is authorized, by the terms of the mortgage foreclosed, to take possession of the said real estate and personal property upon and after default; plaintiff has prevailed on a final hearing of this cause; plaintiff has requested to be placed in possession of the real estate and defendants have not shown good cause why plaintiff should be denied possession of the property hereafter. After the sale described in the judgment, any purchaser shall have plaintiff's right to be placed in or have possession of the property.

VII. FINAL ORDER

19. This Judgment is a Final Order as to all claims stated in Count I and II of the Complaint and as to any defenses raised thereto, but is without prejudice to the claims alleged in Count III of the Complaint and any defenses raised thereto and all such claims and defenses are expressly reserved. 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 there is no just reason for delaying the enforcement of this judgment or an appeal therefrom.

Date: FEB 2 1994

Entered:


Judge

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Prepared by:
Michael Weininger
Dennis T. Trainor
KATZ, RANDALL & WEINBERG
Attorneys for Plaintiff
200 N. LaSalle, Ste. 2300
Chicago, IL 60601
(312) 807-3800

AGREED AS TO FORM AND SUBSTANCE:

The Fidelity Mutual Life
Insurance Company

BY:

One of its attorneys
Dennis T. Trainor
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

LaSalle National Trust, N.A., not
personally, but as Trustee under
Trust Agreement dated February 1,
1987 and known as Trust No. 112015;
J&B Investments, Ltd., an Illinois
general partnership; John C. Klotsche
and Christine E. Klotsche

BY:

By their attorney
Sidney M. Kaplan
Baker & McKenzie
One Prudential Plaza
130 East Randolph
Chicago, Illinois 60601

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AO 450 (Rev. 5/85) Judgment in a Civil Case ⑥

United States District Court

NORTHERN DISTRICT OF ILLINOIS

Eastern Division

The Fidelity Mutual Life Insurance Co

JUDGMENT IN A CIVIL CASE

v.

LaSalle National Trust, et al

CASE NUMBER: 93 C 2715

Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

Decision by Court. This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED

that final judgment of foreclosure and sale is entered on counts 1 and 2 of the complaint in favor of the plaintiff The Fidelity Mutual Life Insurance Company and against defendant LaSalle National Trust, N.A., as successor to LaSalle National Bank, not personally or individually but as Trustee under Trust Agreement dated February 1, 1987 and known as Trust No. 112015; J&B Investments Ltd., an Illinois general partnership, John C. Klotsche; and Christine E. Klotsche.

RECORDED
FEB 03 1994

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February 2, 1994

Date

H. STUART CUNNINGHAM

Clerk

Barbara J. Brotherson

(By) Deputy Clerk

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