

# UNOFFICIAL COPY

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

95364046

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver of  
Goldome,  
Plaintiff

No. 93 CH 6951

VS.

JUAN ROMAN and ESTHER ROMAN,  
as husband and wife as joint  
tenants, Chicago Title & Trust  
Company, First Lien Co., City  
of Chicago, non-record  
claimants and Unknown Owners,  
Defendants

. DEPT-01 RECORDING \$37.00  
. T#0012 TRAN 4468 06/05/95 14:53:00  
. #9442 JM \*-95-364046  
. COOK COUNTY RECORDER  
. DEPT-10 PENALTY \$34.00

### ASSIGNMENT OF JUDGMENT FOR FORECLOSURE AND SALE

WHEREAS, a Judgment was entered in favor of FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of Goldome ("Assignor"), c/o Niagara Asset Corporation, Waterfront Village Center, 60 Lakefront Blvd., Suite 316, Buffalo, New York 14202-4392 against JUAN ROMAN and ESTHER ROMAN, as husband and wife as joint tenants, Chicago Title & Trust Company, First Lien Co., City of Chicago, non-record claimants and Unknown Owners on February 25, 1994, in the amount of \$74,165.61, plus interest, attorneys' fees and costs, which judgment appears of record in said court and more fully described in a copy of the judgment which is attached hereto; and

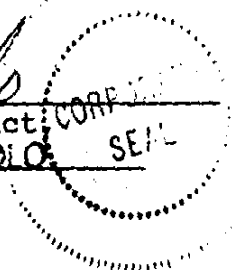
WHEREAS, the Judgment and the Promissory Note upon which the same was based have been sold to National Loan Investors, L.P. ("Assignee"), 3030 N. W. Expressway, Suite 1313, Oklahoma County, Oklahoma City, Oklahoma.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sets over, transfers and assigns, to Assignee, all of Assignor's right, title and interest in and to the aforesaid Judgment, without warranty or recourse.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by RALPH J. FOSCOLO, its Attorney-In-Fact, this 3rd day of March, 1995

FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver of Goldome

BY: [Signature]  
Its: Attorney-In-Fact  
Name: RALPH J. FOSCOLO



370  
340  
710

95364046

7446912 DIV. II CAULT

UNOFFICIAL COPY

08/11/2011

Property of Cook County Clerk's Office

08/11/2011



# UNOFFICIAL COPY

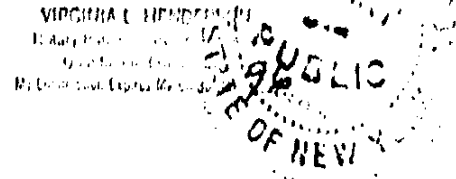
## ACKNOWLEDGEMENT

STATE OF NEW YORK )  
 )  
COUNTY OF LYLE )

Before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, on this day personally appeared RALPH J. FOSCOLO, known to me to be the person whose name is subscribed to the foregoing instrument, as <sup>As Receiver of Goldene</sup> Attorney-in-Fact of the Federal Deposit Insurance Corporation, and acknowledged to me that he executed the same as the act of the Federal Deposit Insurance Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 3rd day of May, 1995.

Virginia Needles  
Notary Public



Prepared By & Return To:  
National Loan Investors, L.P.  
3030 N.W. Expressway, Suite 1313  
Oklahoma City, Oklahoma 73112  
M. Jalyann Benton M. Jalyann Benton

**BOX 333-CTI**

9526 1046

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10-20-2011

10-20-2011

# UNOFFICIAL COPY

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

FEDERAL DEPOSIT INSURANCE )  
CORPORATION, as receiver of GOLDOME )  
("FDIC") )

Plaintiff, )

v. )

No.: 93 CH 6951

JUAN ROMAN and ESTHER ROMAN, )  
as husband and wife as joint tenants, )  
CHICAGO TITLE AND TRUST COMPANY, )  
FIRST LIEN CO., CITY OF CHICAGO, )  
non-record claimants and )  
Unknown Owners, )

Defendants. )

## JUDGMENT FOR FORECLOSURE AND SALE

This cause coming on to be heard on the Motion of FDIC as receiver of Goldome ("Goldome") for Judgment of Foreclosure and Sale, due notice having been given and the court having reviewed the record herein, the Court finds:

A. It has jurisdiction to the parties hereto and the subject matter hereto.

That all the material allegations of the Complaint and those deemed to be made pursuant to 735 ILCS 5/15-1504 (c)(1)-(11) (1992), are true and proven; that by entry of this Judgment for Foreclosure and Sale, the Mortgage and Note which are the subject matter of these proceedings is extinguished and merged into judgment and default no longer exists, but has been replaced by judgment; and that by virtue of the mortgage and the affidavits presented as evidence of indebtedness secured thereby, there is due to Goldome, and it has a valid and subsisting lien on the property described hereafter for the following accounts.

Principal, Accrued Interest and Advances by Plaintiff:	\$62,754.01
Real Estate Taxes - 1991 and 1993:	4,968.45
Costs of Suit	1,145.50
Attorneys' Fees	<u>5,297.65</u>
Total	<u>\$74,165.61</u>

95263046

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000

# UNOFFICIAL COPY

All the foregoing amounts have been accounted for in the Affidavits filed by Goldome.

B. That by its terms said mortgage provides that the attorneys for Goldome shall be entitled to an award of reasonable attorneys' fees herein, and, that included in the above indebtedness are attorneys' fees, and that the following sum is hereby allowed to Goldome:

\$5,297.65

C. That under the provisions of said Mortgage, the costs of foreclosure are an additional indebtedness for which the Goldome should be reimbursed, and that such expenses are hereby allowed to the Goldome.

D. That advances made in order to protect the lien of the Judgment and preserve the real estate, shall become an additional indebtedness secured by the Judgment lien pursuant to 735 ILCS 5/15-1504(d) (1992).

E. That the Mortgage described in the Complaint and hereby foreclosed appears of record in the Office of the Recorder or Registrar of Deeds, Cook County, Illinois, as Documents No. 88016627, and the property herein referred to and directed to be sold is described as follows:

Lot 8 in Block 6 in Cuyler's Addition to Ravenswood, a Subdivision of the Southwest 1/4 of the South East 1/4 (Except Railroad) of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1919 West Belle Plaine, Chicago, Illinois

P.I.N. No.: 14-18-418-019

F. That the Mortgage herein referred to is secured by a Mortgage Note personally executed by:

Juan Roman and Esther Roman

G. The Mortgagors and any other owners and co-owner of the subject property are the owner(s) of the equity of redemption, as set forth in Complaint heretofore filed.

H. The rights and interests of all the Defendants to this cause in and to the property hereinbefore described are inferior to the lien of Goldome.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

I. The date when the last of the owners of the equity of redemption were served with summons or by publication was August 4, 1993. The rights of reinstatement expired ninety (90) days from the aforesaid date when the court obtained jurisdiction over the mortgagors.

J. The mortgaged real estate is residential as defined in 735 ILCS 5/15-1219 (1992). The redemption period shall expire the later of (i) seven (7) months from the date the mortgagors, as described herein, were served by summons or publication, or (ii) the date three (3) months from the date of entry of this Judgment. Provided the real estate is "Not Residential", the redemption period shall expire the later of (i) six (6) months from the date the mortgagor was served by summons and publication, or (ii) the date three (3) months from the date of entry of this Judgment.

K. The rights of redemption shall expire on May 25, 1994, unless shortened by further Order of court.

L. That true and correct copies of the original Note and the original Mortgage are attached to the complaint.

IT IS THEREFORE ORDERED that this Judgment is entered pursuant to 735 ILCS 5/15-1506 and 15-1603 (b)(i) and (ii) (1992).

IT IS FURTHER ORDERED:

1. That a Judicial Sale of the subject property be conducted by a Foreclosure Sale Officer in accordance with statutory provisions.

2. NOTICE OF SALE: That Notice of the Sale shall be given pursuant to 735 ILCS 5/15-1507 (1992), and said notice shall include the following information, but an immaterial 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;
- (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;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

- (e) the time specified in the Judgment, if any, when the real estate may be inspected prior to sale;
- (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;
- (i) no other information is required.

3. The notice of the sale be published at least three (3) consecutive calendar weeks, 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: (i)(A) advertisements 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) separate advertisements 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 a legal proceeding is commonly advertised to the general public; provided, that the separate advertisements in the real estate section need not include a legal description and 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 with the legal description shall be sufficient; and (ii) no other publication shall be required.

4. 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 date 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. In the event of adjournment, the person conducting the sale shall, upon adjournment, announce the date, time and place upon which the adjourned sale shall be held. Notwithstanding any language to the contrary, for any adjourned sale that is to be conducted more than 60 days after the date on which it was to first be held, the party giving notice of such sale shall again give notice in accordance with this Section.

5. That notice of the sale may be given prior to the expiration of any reinstatement period or redemption period.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

6. The person named in the notice of sale to be contacted for information about the real estate may, but shall not be required, to provide additional information other than that set forth in the notice of sale.

7. **TERMS OF SALE:** The Officer Conducting the Sales shall offer for sale the real estate described herein above, with all improvements, fixtures and appurtenances thereto; or so much of said real estate which may be divisible and sold separately without material injury to the parties in interest. The real estate shall be sold at public auction to the highest bidder for cash; requiring payment not less than ten percent (10%) at the time of sale and the balance within twenty-four (24) hours plus interest at the statutory Judgment rate on any unpaid portion of the sale price from the date of sale to the date of payment. All payments of the amount bid shall be in cash or certified funds payable to the Officer Conducting the Sale. In the event the bidder fails to comply with the terms of the purchase as required, then upon demand by Goldome in a notice served on the Officer conducting the Sale and the bidder, the funds submitted shall be forfeited to Goldome or Goldome has the option to have the property sold to the next highest bidder. In the event there is a Third Party bidder other than Goldome, the Officer Conducting the Sale shall obtain a name, address (other than a post office box), and telephone number of that bidder. Notice by regular mail to the address given by the bidder and to the Officer Conducting the Sale shall be deemed to be sufficient notification by Goldome to exercise its option to forfeit the funds. The subject property is offered for sale without any representation as to quality or quantity of title and without recourse to Goldome.

8. **PROCEEDS OF SALE:** That proceeds of sale shall be distributed in the following order of priority:

- (a) the reasonable expenses of sale;
- (b) the reasonable expenses of securing possession before, holding, maintaining, and preparing the real estate for sale, including payment of taxes and other governmental charges, premiums on hazard, liability and mortgage insurance, receiver's and management fees, and, to the extent provided for in the mortgage and by statute, other expenses of any nature incurred by the mortgagee;
- (c) Satisfaction of claims in the order of priority adjudicated in this Judgment of Foreclosure or Order Confirming the Sale;
- (d) Remittance of any surplus to be held by the Officer conducting the Sale subject to further Order of Court.

9. If the remainder of the proceeds shall not be sufficient to pay the above described amounts and interest, the amount of the deficiency shall be specified in the Report of Sale. Goldome shall be entitled to a Judgment in Rem or In Personam for the amount of such

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0000000000

# UNOFFICIAL COPY

deficiency and a Memorandum of Judgment shall issue to Goldome with the same lien priority as to the underlying Mortgage herein foreclosed, without any rights of Homestead.

10. If Goldome is the successful bidder at said sale, the amount due Goldome, plus all costs, advances and fees hereunder with interest incurred between entry of Judgment and confirmation of sale shall be taken as a credit on its bid.

11. Upon and at the sale of mortgaged real estate, the Officer Conducting the Sale shall issue to the purchaser a receipt of sale and Certificate of Sale pursuant to 735 ILCS 5/15-1507(e) and (f) (1992).

12. Any bid at sale shall be deemed to include, without the necessity of a court order, interest at the statutory judgment rate on any unpaid portion of the sale price from the date of sale to the date of payment.

13. The Officer Conducting the Sale shall promptly make a report of sale to the Court. Upon motion and notice in accordance with Court rules applicable to motions generally, the Court shall conduct a hearing to confirm the sale. The Court shall then enter an order confirming the sale, which order shall include an award for possession which shall become effective thirty (30) days after entry of the order. The confirmation Order may also:

- (a) Approve the mortgagee's fees, costs and additional advances arising between the entry of the judgment of foreclosure and the confirmation hearing pursuant to terms of the mortgage and 735 ILCS 5/15-1504 (1992).
- (b) Provide for a personal judgment against those deemed personally liable therein.
- (c) Determine the priority of the judgments of parties who deferred proving the priority pursuant to 735 ILCS 5/15-1506(n)(1992), but the Court shall not defer confirming the sale pending the determination of such priority.
- (d) Direct the Officer to hold any surplus funds pursuant to further Order of Court.

14. That upon judicial sale of "residential" real estate to the mortgagee who is a party to this foreclosure or its nominee for a sale price less than the amount required to redeem as specified in 735 ILCS 5/15-1603(d) and owner of redemption as specified in 735 ILCS 5/15-1603(a) shall have a special right to redeem for a period ending 30 days after the date the sale is confirmed. Redemption shall be made by paying the amount required by and in conformity with the procedures specified in 735 ILCS 5/15-1604 (1992). Property so redeemed shall be subject to a lien for any deficiency remaining with the same lien priority as the underlying mortgage herein foreclosed, without any rights of homestead.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2017-01-01



# UNOFFICIAL COPY

15. After (1) confirmation of the sale, and (2) payment of the purchase price and any other amount required to be paid by the purchaser at sale, the Court (or if the Court shall so order, the person who conducted the sale or such persons' successor or some persons specifically appointed by the court for that purpose), shall upon the request of the holder of the Certificate of Sale (or the purchaser if no certificate of sale was issued), immediately execute a Deed to the holder or purchaser sufficient to convey title.

16. That the Court retains jurisdiction of the subject matter of this cause and of all parties hereto, for the purpose of enforcing this judgment.

17. There is no just reason to delay in the enforcement or appeal from this final judgment order.

ENTER:

AARON JAFFE

FEB 25 1994

CIRCUIT COURT #190

Tami J. Reding-Brubaker  
Vedder, Price, Kaufman & Kammholz  
222 North LaSalle Street  
Suite 2600  
Chicago, Illinois 60601  
(312) 609-7500

UNOFFICIAL COPY

Property of Cook County Clerk's Office