

#26221

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

CHUNG L. AU & KAI AU)
Plaintiffs)

v.)

No. 95 CH 11226)

922 E. OAKWOOD CORP., an Illinois Corp.)
and CHARLES CONNOR)
Defendants)

DEPT-01 RECORDING \$25.50
T37777 TRAN 9078 03/19/97 09:39:00
\$2968 ± DR *-97-189325
COOK COUNTY RECORDER

CONSENT JUDGMENT

Jurisdiction

1. The defendant, 922 EAST OAKWOOD CORPORATION, an Illinois Corporation, has filed its appearance in this matter being represented by Larry Mayster, attorney.
2. This Court has jurisdiction over all of the parties to this action and the subject matter presented.
3. On 3 February 1997 the plaintiffs, Chung L. Au & Kai Au, and defendant, 922 EAST OAKWOOD CORPORATION, by stipulation executed and filed in this matter, have agreed to entry of this consent judgment.

EVIDENTIARY FINDINGS

4. Plaintiff filed a complaint in the above-entitled action to forfeit an installment agreement for warranty deed and joined the following persons as defendants: 922 EAST OAKWOOD CORPORATION and CHARLES CONNOR.

Attached to the complaint as Exhibit "A" is a copy of the installment agreement for warranty deed. Exhibit "A" is admitted into evidence, and any originals that were presented may be withdrawn.

5. Information concerning installing agreement:

A. Nature of instrument: Installment Agreement for Warranty Deed.

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- B. Date of Agreement: 31st March 1994
- C. Name of Seller: CHUNG L. AU & KAI AU
- D. Name of Buyer: 922 E. OAKWOOD CORPORATION
- E. Date of place of recording: 22nd September 1995 at Cook County.
- F. Identification of recording: 95-644531
- G. Interest subject to agreement: Fee Simple
- H. Amount of original indebtedness including subsequent advances made under Agreement: \$280,000.00.
- I. Description:

(1) The legal description of the premises is:
LOT 2, 3, 6, 7 IN THE NORTH 16.66 FEET OF LOT 10 IN
BLOCK 2 IN LOOMIS AND LAFLIN'S SUBDIVISION OF THE
NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH
WEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

(2) The real estate tax number(s):
17-34-105-001; 17-34-105-002 & 17-34-105-003

(3) COMMON ADDRESS: 319 E. 31ST STREET; CHICAGO;
ILLINOIS 60616

- J. Defaults consists of payments which have become due under the secured note and which are in default and in arrears in the total amount of \$360,000.
- K. The names of the present owners of the property are:
Chung L. Au & Kai Au
- L. The capacity in which plaintiffs bring this action is as the owner and legal holder of the Article of agreement.
6. On the date indicated in the complaint, the obligor of the indebtedness or other under Article of Agreement was justly indebted to plaintiffs in the amount of the indicated original indebtedness to the Plaintiff.
7. Plaintiffs are CHUNG L. AU & KAI AU, residing at 3207 S. Canal; Chicago; Illinois 60616.
8. The defendant is 922 EAST OAKWOOD CORPORATION, an Illinois Corporation, located at 2939 S. FARRELL; CHICAGO; ILLINOIS 60608.
9. Plaintiffs are, and at all times herein mentioned was, the

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owners of certain property located at 319 E. 31st street; Chicago; Cook County; Illinois, and legally described as follows:

LOT 2, 3, 6, 7 IN THE NORTH 16.66 FEET OF LOT 10 IN BLOCK 2 IN LOOMIS AND LAFLIN'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 319 E. 31ST STREET; CHICAGO; ILLINOIS 60616

10. Any and all notice of default or elections to declare the debt due and payable or other notices required to be given have been waived by the parties.

11. The real property is free and clear of all liens and encumbrances except, general real estate taxes for the year 1996 and 1997.

12. This property is not residential property.

IT IS ORDERED THAT

1. That the plaintiffs, CHUNG L. AU & KAI AU, shall be entitled to said property free and clear of all liens and encumbrances.

2. It is found that plaintiff shall have immediate possession of premises.

3. That any payments to made by defendant under Article of Agreement for warranty deed be considered as and for use and occupancy of the premises.

4. Any right for deficiency judgment in favor of plaintiffs and against any defendant has been waived and is hereby barred.

5. Charles Connor Jr. is dismissed with prejudice.

Date: _____

Enter: _____



(signature of Judge)

ENTERED
CLERK OF THE CIRCUIT COURT
AURELIA PUCINSKI
MAR 14 1997
JOHN K. MADDEN #288
DEPUTY CLERK

97189325

Prepared by : CONRAD O. DUNCKER, Attorney for Plaintiff
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