PLACITA JUDGMENT

STATE OF ILLINOIS.	15 C C C C C C C C C C C C C C C C C C C
COUNTY OF COOK	18. 7UP

PLEAS, before the Honorable one of the Judges of the Circuit Court of Cook C		RD L. CURRY ols, holding a branch Court of a	nic
Court, at the Court House in said County, and State,	onOcto	ber 28th	
in the year of our Lord, one thousand nine hundred	and	and of the Independen	acı
of the United States of America, the two hundredth	andtenth PRESENT: - The Honorable	BICHARD L. CURRY Judge of the Circuit Court of Cook Cour	, ,
Ox	RICHARD M.	DALEY, State's Attorney	
C	RICHARD J.	ELROD, Sheriff	
of the United States of America, the two hundredth Attest: MORGAN M. FINLEY, Clerk.	of County Cl		

UNITED STATES OF A

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IN THE CIRCUIT COURT OF COOK COUNTY . ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION

American Savings Association of Wichitas

PLAINTIFF.

-45-

NO. 85 CH 4809 SHER IFF'S NO. NONE

Manual T. Butler. Joyce to Hutler. Tina Butler. Sidney Butler. Harry "Bus" Yourell. Registrar of Titles. Polk Brothers. Inc... Blazer Financial Services. United States of America. AND UNKNOWN OWNERS

DEFENDANTS.

JUDGMENT DE FORECLOSURE AND SALE

rais cause having been duly heard by this Court upon the record herein, the Court FINOS:

1. It has jurisdiction of the parties hereto and the subject matter hereof.

true and provens and that by virtue of the mortgages and the evidences of indebtedness secured thereby alleged in the complaints there is due to the plaintiffs and it has a valid subsisting lien on the property described hereinafter for the following accounts:

Principal. Accrued Interest and Advances by Plaintiff

\$15.780.47

Costs of Suit

\$595.52

Attorneys feas

\$450.00

TUTAL---- \$16.825.99

All the aforegoing amounts have been accounted for in the Affidavit filed by Plaintiff.

3. That in said mortgage it is provided that the attorneys for

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plaintiff are entitled to reasonable attorneys' fees; and that the sum of \$450.00 has been included in the above indebtedness as and for said attorneys' fees; that said sum is the usual. customary and reasonable charge made by attorneys in like cases and said sum is hereby allowed to the Plaintiff.

- +. That under the provisions of said mortgage the costs of foreclurure are an additional indebtedness for which the plaintiff should be reimbursed and that such expenses are hereby allowed to the plaintiff.
- 5. That the moregage described in the complaint and hereby foreclosed appears of record in the Office of the Registrar of Titles and the property herein referred to and directed to be sold is described as follows:

The West one har (1/2) of the East two thirds (2/3) of lot four (4) in block three (3). In Robertson and Young's first (1st) addition to Harvey, being a subdivision of the West one half (1/2) of the Northwest one quarter (1/4) of the Southeast one quarter (1/4) of the Southeast one quarter (1/4) of the Southeast one quarter (1/4) of Section eighteen (18): Township thirty six (36) North, Renge fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

111 incis. 29-18-408-035

Common Address: 152 West 156th Street, Harvey, 111 incis 60428

6. That the mortgage herein referred to secured a mortgage note executed by:

Manuel T. Butler Joyce L. Butler

7. That the rights and interests of all the defendants to this cause in and to the property hereinbefore described, are inferior to the lien of plaintiff heretofore mentioned.

The Court finds that defendant, United States of America, has a

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lien by virtue of a Notice of Federal Tax Lien by the District Director of Internal Revenue with the Recorder of Deeds of Cook County. Illinois: against Mitchell Butler and Joyce Me Butler for taxes as follows:

_	TAX	ASSMNT	RECORO	DOC	
TAX	PERLOD	DATE	DATE	NO •	AMQUNT
1040	12/31/81	08/16/82	05/16/83	26605894	\$2 + 4 50 + 04
1040	12/31/75	09/11/78	09/11/81	25996820	\$1.246.63
1040	12/31/77	03/23/81	09/11/01	25996820	\$1+181.20
1040	12/31/78	05/16/61	09/11/81	25996820	\$1.037.12
and for	ther, that o	n such asses	sment date, t	he District	Director of
the lite	ernal Revenu	e Service si	gned the appl	icable asses	sment list.
			del that ther		
United 4	Seates of Am	erica the su	m of 15.914.9	9 plus penal	ties and
statuto	ry interest	from the eff	octive date t	o the date o	f payment.

That the lien of the defendant, United States of America, is a good and subsisting lien and is subordinate and inferior only to the liens of the Plaintiff herein.

8. That the following defendants are the owner(s) of the equity of redemption:

Manual T. butler

9. That the original note and the original mortgage have been offered in evidence and exhibited in open Court, and plaintiff is hereby given leave to withdraw the original note and the original mortgage and in lieu thereof substitute and correct copies which are attached to the Complaint filed herein, and no further copies need be filed.

IT IS ORDERED and ADJUDGED that the period of redemption shall expire and terminate six (6) months after foreclosure sale as provided by Chapter 110. Section 12-128. Illinois Code of Civil Procedure. as amended

IT IS FURTHER ORDERED and ADJUDGED that unless within three (3) days from the date of the entry of this Judgment there shall be paid to the plaintiff the respective sums, with interest thereon, (except on attorney's fees) at the rate of nine percent (9%) per annum from the date of this Judgment to the date

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of payment, and for the uses and benefits mentioned in Paragraph 2 of this Judgment, the real estate hereinabove described, together with all improvements thereon and appurtanences belonging thereto, or so much thereof as may be necessary to pay the amounts found due, and which may be sold separately without material injury to the payties in interest, be sold at public vendue to the highest and best bidder for cash, by Richard J. Elrod. Sheriff of Cook County in Rocm 704 of the Richard J. Daley Center. Chicago.

That said Shariff give public notice of the time, place and terms of such sale by publishing the same at least once in each week for three successive when s in a secular newspaper of general circulation published in Cook County, Illinois, the first publication to be not less than twanty (20) days before the date of said sale; that the Sheriff may, in his discretion for good reason, adjourn such sale so advertised and continue the same from time to time without further notice of publication of such sale by oral proclamation by him at the time and place set by the notice of publication of such sale or such announced subsequent date; that plaintiff or any of the parties to this cause, may become the purchaser or purchasers at such sale; that in the event olaintiff is the successful bidder at the sale, the Sheriff may accept plaintiff's receipt for its distributive share of the proceeds of sale in lieu of cash; that upon sale being made, said Sheriff shall execute and deliver to the purchaser or purchasers a Certificate or Certificates of Sale and he shall file for record a duplicate thereof as required by law.

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That out of the proceeds of such sale, he shall make distribution in the following order of priority:

- (a) Retain his fews+ dispursements+ and commission on such sale;
- (b) To the Plaintiff. or its attorney of record. the amounts mentioned in Paragraph 2 of this Decree.
- (c) That if the proceeds of sale shall be more than sufficient to pay said Shariff's fees and commissions and all sums due Plaintiff, the surplus shall be paid to Defendant, UNITED STATE OF AMERICA, not to exceed the amount set forth in paragraph seven (T) of the findings of this decree, or to the extent that it may reach, together with interest at 9% per annum from the date of this decree to the date of payment.

That said Sheriffy upon making such sale, shall with all convenient speed, report the same to the court for its approval and confirmation, and he shall like is a report the distribution of the proceeds of sale and his acts and doings in connection therewith: that the Sheriff take receipts from the respective parties to whom he may have made payments as aforesaid, and file same with his report of sale and distribution in this court! that if after the payment of all the foregoing items there shall still be remainder, he hold the surplus subject to the further order of this court, and that if there he insufficient funds to pay in full the amounts found herein, he specify the amount of deficiency in his report of sale. That plaintiff shall be entitled to a deficiency for such amount in REM.

That Plaintiff shall be entitled to a lien upon the rents, issues and profits from the premises involved herein during the statutory period of redemption for the amount of such deficiency whether or not a redemption is made from the sale hereunder prior

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to the expiration of said period of redemption.

That if the premises so sold shall not be redeemed according to and within the time provided by lawe then upon issuance of a Sheriff's Deeds the defendants, and all persons claiming under them, or any of them, since the commencement of this suit be forever barred and foreclosed of and from all rights and equity of redempt on or claim of, in and to said premises, or any part thereof; and in case said premises shall not be redeemed as eforesaid: then upon the production to the Sheriff or his successor, of said centificate of Sale by the legal holder thereof. said Sheriff shall execute and deliver to him a good and sufficient deed of conveyance of said promises; and that thereupon the grantee or grantges in such deeds or his or their legal representatives or assigns be let into possession of sold premises; and that any of the parties hereto who shall be in possession of said premises, or any portion thereof, or any person who may have come into possession of said premises under them, or any of them, since the commencement of this suit upon production of said heriff's Deed of conveyance, surrender possession of said premises to said grantee or grantees, his or her representatives or assigns, and in default of so doing, a writ of assistance shall issue.

IT IS FURTHER DRDERED, ADJUDGED and DECRRED that the Hegistrar of Titles is hereby directed to cancel the outstanding Certificate of Title and issue a new Certificate without surrendering the mortgagee's duplicate Certificate of Title.

The court hereto retains jurisdiction of the subject matter of this cause and of all the parties hereto for the purpose of

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enforcing this Judgment+ and for the purpose of appointing or continuing a Receiver herein during the period of redemption.

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Datedi

SHAPIRU & KREISMAN+ P+C+ ATTORNEY # 91140 Attorneys for Plaintiff 1535 Laky Cook Road Northbrook, Illinois 312/564-9000

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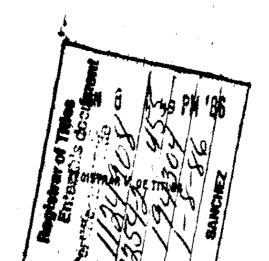
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STATE OF ILLINOIS, COUNTY OF COOK 58.	TC	
I, MORGAN M. FINLEY, Ch and the keeper of the records, files and	erk of the Circuit Court of Cook County, in and for the State of Illinois, i seal thereof, do hereby cartify the above and foregoing to be true, perfect	
and complete COPY OF A CERTAIN	N JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:	
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in a certain cause lately pending in said C	Court, between	
American Savinge Asen.	of Wichitaplaintiff/petitioner	
and Manuel T. Butler, et al		
	IN WITNESS WHEREOF, I have hereunto set my hand, and affixed	
	the scal of said Court, in said County, this .5.t.h	
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