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PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK



BENJAMIN S. MACKOFF

PLEAS, before the Honorable
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on February 20,
86
in the year of our Lord, one thousand nine hundred and and of the Independence
tenth
of the United States of America, the two hundredth and

PRESENT: - The Honorable BENJAMIN S. MACKOFF
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

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

UPTOWN FEDERAL SAVINGS AND LOAN)
ASSOCIATION OF CHICAGO, a)
Federally chartered savings and)
loan association,)
)
 Plaintiff,)
)
 vs.)
)
AMERICAN NATIONAL BANK as Trustee))
under Trust #59600; et al.)
)
 Defendants.)

NO. 85 CH 9523

JUDGMENT OF FORECLOSURE AND SALE

This cause having been duly heard by this Court upon the record herein, the Court FINDS:

1. That it has jurisdiction of the parties hereto and the subject matter hereof.
2. That all the material allegations contained in said Complaint are true and proved and that the equities of this cause are with the Plaintiff.
3. The date when the last of the owners of the equity of redemption were served with Summons or by Publication was on January 29, 1986.
4. That by virtue of the mortgage and the evidence of indebtedness secured thereby, there is due from the mortgagors to

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the Plaintiff, and the Plaintiff has a valid and subsisting lien upon the hereinafter described property as follows:

Principal Balance (as of 3/1/85).....	\$ <u>33,525.63</u>
Accrued Interest to Date (from 2/1/85 to 2/20/86 per diem - \$9.07).....	\$ <u>3,482.99</u>

ADVANCES BY PLAINTIFF:

Escrow Advances.....	\$ <u>1,986.53</u>
Accrued Late Charges.....	\$ <u>214.62</u>
Costs of Suit.....	\$ <u>871.54</u>
Attorney's Fees.....	\$ <u>1,000.00</u>

TOTAL JUDGMENT INDEBTEDNESS.....\$ 41,081.31

5. The rights and interest of all the other parties to this cause to the property hereinafter described, are inferior and subordinate to the liens of the Plaintiff. That the Defendant, FIRST STATE BANK OF ALSIP is entitled to a lien in the amount of \$18,019.97, however, said lien is subordinate to the lien of the Plaintiff herein.

6. The mortgage described in the Complaint and hereby foreclosed appears of record in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 3111388 and the subject property is legally described as follows:

14-28-207-004-1326 W
Unit Number 2205 in 2800 Lake Shore Drive
Condominium, as delineated on the Survey of the
following described parcel of real estate
(hereinafter referred to as Parcel):

The South 60 feet (except the West 400 feet thereof) of Lot 6 and Lot 7 (except the West 400 feet thereof), in the Assessors' Division of Lots 1 and 2 in the Subdivision by the City of Chicago of the East Fractional 1/2 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

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said premises being otherwise described as follows:

Beginning at a point in the South line of said Lot 7, 400 feet East of the West line thereof (said West line being coincident with the West line of the North East fractional 1/4 of Section 28 aforesaid) thence North parallel with the West line of Lots 7 and 6 aforesaid 199.3 feet; thence East parallel with the South line of said Lot 7 to the dividing or boundary line between the Lands of Lincoln Park Commissioners and the Lands of Shore Owners as established by decree of the Circuit Court of Cook County of Illinois, entered October 31, 1904 in Case Number 256886 entitled "Augusta Lehmann and Others against Lincoln Park Commissioners" running thence Southeasterly along said boundary line to the South line of said Lot 7 and running thence West along said South line to the place of beginning, which Survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws for 2800 Lake Shore Drive Condominium Association made by American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated October 2, 1978 and known as Trust Number 45204, registered in the Office of the Registrar of Titles of Cook County, Illinois, as Document LR 3096368; together with an undivided 0.1208 percent interest in the Parcel (excepting from the Parcel all of the property and space comprising all of the units thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

Commonly known as: 2800 N. Lake Shore Drive
Suite 2205
Chicago, IL 60657

7. That the sum of \$1,000.00 is the usual and customary fee for such services as were performed by the attorney for Plaintiff, and that the other charges and expenses herein are reasonable, usual and customary.

14-28-207-004-1326

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8. That the Court further finds that neither the mortgagor or his successor in interest, if any, in such mortgaged property, has made any payment to the Plaintiff as provided by Illinois Revised Statutes, Chapter 95, Section 57, prior to the date of this Judgment as therein provided.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THIS COURT as follows:

1. SALE OF THE PREMISES: The premises hereinabove described covered by the security foreclosed in this action, or so much thereof as may be necessary to pay the amounts found to be due to the Plaintiff (with interest and costs), and which may be sold separately without material injury to the parties of interest, shall be sold at public vendue by RICHARD J. ELROD, Sheriff of Cook County, or his successor in interest, or deputy, in Room 704 of the Richard J. Daley Center, unless the Defendants, or any of them, within three (3) days of the entry of this Judgment, pay or cause to be paid to Plaintiff the sum hereinbefore noted as "TOTAL JUDGMENT INDEBTEDNESS" (together with interest on said sum less the listed Plaintiff's attorney's fees at the rate of payment) and pay to the officers of this Court, the taxed costs in this cause.

2. TERMS OF THE SALE: The Sheriff shall give public notice of the time, place and terms of such sale by publishing the same at least once in each week for three (3) successive weeks in some circular newspaper of general circulation published in the County of Cook and State of Illinois. The Plaintiff, or any of the parties to this cause, may become purchasers at such sale, and the Sheriff may, in his discretion, and for good cause shown, adjourn or continue the same so advertised without further publication.

3. CERTIFICATE OF SALE: Upon the sale being made, the Sheriff shall execute and deliver to the purchaser a Certificate of Sale evidencing such purchase and describing the premises purchased and the amount paid therefor, or (if purchased by the Plaintiff) the amount of its bid and time when such purchaser or purchasers will be entitled to a Deed to said premises if the premises are not redeemed according to law. Within ten (10) days from the date of sale, the Sheriff shall file a duplicate of such Certificate of Sale in the Office of the Recorder of Deeds of Cook County, Illinois.

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4. PROCEEDS AND REPORT OF SALE: Out of the proceeds of the Sale, the Sheriff shall retain his fees, disbursements and commissions and pay to the officers of this Court their costs in this cause. Out of the remainder of such proceeds, the Sheriff shall pay to the Plaintiff the costs of the Recorder of Deeds of Cook County, Illinois, and the amount by this Judgment found to be due to the Plaintiff, with interest on said sum, less the listed Plaintiff's attorney's fees, at the rate of nine (9%) percent per annum from the date of this Judgment to the date of sale. If the remainder of the proceeds shall not be sufficient to pay the above described amounts and interest, the Sheriff shall apply the remainder to the extent to which it may reach in satisfaction thereof and shall then specify the amount of the deficiency in his Report of Sale. If such remainder shall be more than sufficient to pay such amounts and interest, the Sheriff shall obtain receipts from the respective parties to whom he may have made payments in this matter and shall file the same with this Report of Sale in this Court.

5. PERIOD OF REDEMPTION: Pursuant to Illinois Revised Statutes, Chapter 110, Section 12-128, upon the expiration of six (6) months after the date of Sheriff's Sale, if the premises so sold shall not have been redeemed according to law, the Defendants and all persons claiming under them (or any of them) since the commencement of this suit, shall be forever barred and foreclosed from all right, equity of redemption, or claim of any kind to the premises or any part thereof.

6. SHERIFF'S DEED: If the premises are not redeemed as described above, the Sheriff shall execute and deliver to the legal holder of the Certificate of Sale a good and sufficient deed of conveyance of the premises. The grantee or grantees in such deed (or his or their legal representatives or assigns) shall then be let into possession of the premises, and any of the parties to this cause who shall be in possession of the premises (or any part thereof) or any person who may have come into such possession under them since the commencement date of this suit, shall, upon the production of the Sheriff's Deed of conveyance, (or a photostatic copy thereof) surrender possession of the premises to said grantee or grantees (or his or their representative or assigns); in default of so doing, a Writ of Assistance, or such other Writ as the Court may deem necessary for such purposes, shall then issue.

7. DEFICIENCIES: That if the moneys arising from said sale shall be insufficient to pay the amount so due the Plaintiff, with interest as aforesaid, after deducting the costs and expenses of sale as aforesaid, that said Sheriff of Cook County specify the amount of such deficiency in his Report of Sale.

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8. DOCUMENTS: That leave be and the same is hereby given to the Plaintiff to withdraw the original exhibits in evidence and to substitute photocopies thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that 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.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is no just reason for delay in enforcement of or appeal from the terms of this Judgment.

DATED: _____

ENTERED CLERK OF THE CIRCUIT COURT	
FEB 20 1986	
JUDGE	
JUDGE BENJAMIN S. MACKOFF	
DEPUTY CLERK _____	

RONALD N. LORENZINI, JR.
LILLIG, KEMP & THORSNESS, LTD.
Attorneys for Plaintiff
1900 Spring Road, Suite 210
Oak Brook, IL 60521
(312) 920-1900
Attorney No. 11196

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STATE OF ILLINOIS,
COUNTY OF COOK

ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete

COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

.....
.....
.....
.....
.....

in a certain cause lately pending in said Court, between

UPTOWN FEDERAL S&L ASSOC. OF CHICAGO, ETC. plaintiff/petitioner

and AMERICAN NATIONAL BANK, ETC. ET AL defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 13th
day of June, 1986

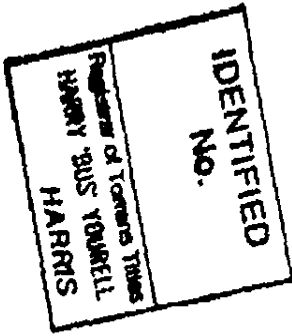
Morgan M. Finley Clerk

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K L HARRIS
180 N. LA SALLE-1702
CHICAGO, IL 60601

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