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1987

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Name of Assigned Judge or Magistrate	JUDGE DUFF	Sitting Judge/Mag. If Other Than Assigned Judge/Mag.	
Case Number	88 C 10789	Date	MARCH 16, 1989
Case Title	FLEET MORTGAGE CORPORATION vs KEVIN E. WILLIAMS, ET AL.		

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

JUDGMENT OF FORECLOSURE
ORDER OF DEFAULT
ORDER APPOINTING SPECIAL COMMISSIONER
NOTICE OF MOTION

DOCKET ENTRY: (The balance of this form is reserved for notations by court staff.)

(1) Judgment is entered as follows: (2) (Other docket entry:)

Enter order of default. Enter judgment of foreclosure and sale.

Enter order appointing Robert Senechalle, Jr. special commissioner.

Pamela Levin given leave to file her appearance as additional counsel for plaintiff.

(3) Filed motion of (use listing in "MOTION" box above)

(4) Brief in support of motion due _____

(5) Answer brief to motion due _____ Reply to answer brief due _____

(6) Hearing Ruling on _____ set for _____ at _____

(7) Status hearing held continued to set for reset for _____ at _____

(8) Pretrial conference held continued to set for reset for _____ at _____

(9) Trial set for reset for _____ at _____

(10) Bench trial jury trial Hearing held and continued to _____ at _____

(11) This case is dismissed without with prejudice and without costs by agreement pursuant to FRCP 4(j) (failure to serve) General Rule 21 (want of prosecution) FRCP 41(a)(1) FRCP 41(a)(2)

(12) (For further detail see order on the reverse of order attached to the original minute order form.)

<input type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input checked="" type="checkbox"/> Notified counsel by telephone. <input type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form <input type="checkbox"/> Copy to judge/magistrate	ED-2 RECEIVED FOR DOCKETING MARCH 13 1989 3:44 Date/time received in central Clerk's Office	2+MF	number of notices	Document # 9
		MAR 17 1989	date docketed	
		DL	docketing dpty. initials	
		MAR 17 1989	date mid. notices	
<input type="checkbox"/> courtroom <input type="checkbox"/> deputy's initials [Signature]		DL	mailing dpty. initials	

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0 3 8 4) Fisher and Fisher
File # 19147

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

Fleet Mortgage Corp. f/k/a)
Mortgage Associates, Inc.)
Plaintiff)

VS.)
Kevin E. Williams, et.al.)
Defendant)

NO. 88 C 10789
Judge Duff

RECORDED
MAR 17 1989

ORDER APPOINTING SPECIAL COMMISSIONER

IT IS ORDERED THAT Dale Benoit, Jr. is hereby
appointed Special Commissioner of this Court for the purpose of
the sale at public vendue of the property that is the subject
matter of this action.

ENTERED: Brian Bon...

JUDGE

MAR 16 1989

FISHER AND FISHER
Attorneys at Law PC
30 N. LaSalle St.
Chicago, IL 60602
(312)-372-4784

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

Fleet Mortgage Corp. f/k/a)
Mortgage Associates, Inc.)
Plaintiff)

VS.)
Kevin E. Williams, et. al.)
Defendant)

NO. 88 C 10789
Judge Duff

DOCKETED
MAR 17 1989

DEFAULT ORDER

THIS CAUSE COMING ON TO BE HEARD ON motion of plaintiff for entry of an Order finding certain Defendants in default;

IT IS ORDERED that the following defendants are in default:

Kevin E. Williams.

ENTER:

Kevin Boman Duff

JUDGE

MAR 16 1989

FISHER AND FISHER
ATTORNEYS AT LAW, PC
33 N. LASALLE, SUITE 2720
CHICAGO, IL 60602
TELEPHONE: 312-372-4784

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0 3 8 4) Fisher and Fisher
File # 19147

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

Fleet Mortgage Corp. f/k/a)
Mortgage Associates, Inc.)
Plaintiff)
vs.)
Kevin E. Williams, et.al.)
Defendant)

NO. 88 C 10789
Judge Duff

DOCKETED

MAR 17 1989

DEFAULT ORDER

THIS CAUSE COMING ON TO BE HEARD ON motion of plaintiff for entry of an Order finding certain Defendants in default;

IT IS ORDERED the following defendants are in default:

Kevin E. Williams.

ENTER:

Robin Brown Duff

JUDGE

MAR 16 1989

FISHER AND FISHER
ATTORNEYS AT LAW, PC
33 N. LASALLE, SUITE 2720
CHICAGO, IL 60602
TELEPHONE: 312-372-4784

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njfl

0 3 8 4) Barbara Fisher
File # 19147

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

MAR 17 1989

Fleet Mortgage Corp. f/k/a)
Mortgage Associates, Inc.)
Plaintiff)

VS.)
Kevin E. Williams, Carol)
Moseley Braun, Registrar of)
Titles and United States of)
America)
Defendant)

NO. 88 C 10789
Judge Duff

JUDGMENT OF FORECLOSURE

This cause coming on to be heard on motion by Plaintiff for Judgment, the Court FINDS:

I. JURISDICTION.

1. That it has jurisdiction of the parties hereto and the subject matter hereof.
2. The court specifically finds service of process in each instance was properly made.
3. That the date when the last of the owners of the equity of redemption were served with summons or publication was February 2, 1989.
4. That the redemption period in this case shall expire on September 3, 1989, unless shortened by further order of this court.

II. EVIDENTIARY FINDINGS.

1. Plaintiff filed a complaint herein to foreclose the mortgage (or other conveyance in the nature of a mortgage) ("mortgage") joined the following persons as defendants: Kevin E. Williams, Carol Moseley Braun, Registrar of Titles and United States of America.

2. Attached to the complaint as Exhibit "A" is a copy of said mortgage and as Exhibit "B" is a copy of a note secured thereby. Exhibits "A" and "B" are admitted into evidence, and any originals presented may be withdrawn.

3. Information concerning mortgage:

- (A) Nature of instrument: Mortgage
- (B) Date of mortgage: September 30, 1982
- (C) Name of mortgagor: Kevin E. Williams
- (D) Name of mortgagee: Mortgage Associates, Inc.
- (E) Date and place of recording: October 5, 1982
Cook County Registrar of Titles Office
- (F) Identification of recording: LR3277107

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(G) Interest subject to the note: Page: Fee Simple

(H) Amount of original indebtedness including subsequent advances made under the mortgage: \$34,950.00

(I) The legal description of the mortgaged premises:
The South 1 1/2 feet of Lot 11, all of Lot 12, and the North 3 1/2 feet of Lot 13 in Block 7 in James R. Mann's Addition to Pullman, in Southeast 1/4 of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. c/k/a 11833 South Perry, Chicago, IL 60628
ID #25-21-428-007

(J) That by virtue of the mortgage and the evidence of indebtedness secured thereby, there is due from the mortgagors to the Plaintiff, and the Plaintiff has a valid and subsisting lien upon the hereinafter described property as follows:

Unpaid Principal:	\$34,124.52
Accrued interest on unpaid principal to date of judgment:	4,427.70
Advances by Plaintiff:	452.30
Costs of suit:	589.00
Plaintiff's Attorneys' fees:	600.00

TOTAL BALANCE DUE \$40,193.52

(K) The name of the present owners of said real estate are: Kevin E. Williams

(L) The names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated are: United States of America by reason of Federal Tax Lien filed by the District Director of Internal Revenue at Chicago, Illinois, on February 26, 1985, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document #27453312 against Kevin R. Williams whose address is shown as 2039 Pine Street, Oak Park, IL in the amount of \$5,947.00.;

which lien(s) is(are) subservient and subordinate to the lien of Plaintiff.

(M) The names of defendants personally liable for the deficiency, if any are: Kevin E. Williams

(N) The capacity in which plaintiff brings this foreclosure is as the owner and legal holder of said note, mortgage and indebtedness.

III. FEES AND COSTS.

1. 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 in that behalf.

2. The plaintiff has been compelled to advance or will be compelled to advance, 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, service of process fees, copying charges,

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stenographer's fees, witness fees, costs of publication, costs of procuring and preparing documentary evidence and costs of procuring abstracts of title, Torrens certificates, foreclosure minutes and a title insurance policy.

3. 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 of interest provided in the mortgage, from the date on which such advances are made.

4. In order to protect the lien of the mortgage, it may or has become necessary for plaintiff to pay taxes and assessments which have been or may be levied upon the mortgaged real estate.

5. In order to protect and preserve the mortgage real estate, it has or may also become necessary for the plaintiff 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.

6. 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.

IV. ULTIMATE FINDINGS.

1. The allegations and deemed allegations of plaintiff's complaint are true substantially as set forth, and the equities in the cause are with Plaintiff, and Plaintiff is entitled to the relief prayed for in the complaint including foreclosure of said mortgage upon the real estate described herein in the amount of the total Balance Due, as found in II, paragraph 3. (J) above, together with interest thereon at the statutory rate after the entry of this judgment and additional advances, expenses, and court costs, including publication costs and expenses of sale.

2. Said real estate is free and clear of all liens and encumbrances except unpaid general real estate taxes for the present or past years and thereafter and special assessments, if any, subject to any defendants right of redemption.

3. Plaintiff's mortgage is prior and superior to all other mortgages, claims of interests and liens upon said real estate except for real estate taxes and special assessments, if any.

4. The sum of attorney fees allowed herein as stated above is the fair, reasonable and proper fee to be allowed to plaintiff as attorney's fees in this proceeding in accordance with the terms of the note and mortgage given to plaintiff by said defendants, which should be added to and become a part of the indebtedness due to plaintiff.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

V. ORDER UPON DEEMED REQUEST FOR FORECLOSURE.

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1. An accounting has been taken under the direction of the court of the amounts due and owing to the plaintiff as declared herein.

2. The defendants are ordered to pay to the plaintiff before expiration of any redemption period (or, if no redemption period, within seven days after the date of this judgment) whatever sums may appear to be due upon the taking of such account, together with attorneys' fees, costs, advances, and expenses of the proceedings (to the extent provided in the mortgage or by law).

3. In default of such payment in accordance with this judgment, the mortgaged real estate shall be sold as directed by the court, to satisfy the amount due to the plaintiff as set forth in this judgment, together with the interest advances, and expenses incurred after judgment at the statutory judgment rate from the date of the judgment.

4. In the event the plaintiff is a purchaser of the mortgaged real estate at such sale, the plaintiff may offset against the purchase price of such real estate the amount due under the judgment for foreclosure and order confirming the sale.

5. In the event of such sale, and the failure of the person entitled thereto to redeem prior to such sale, pursuant to statutory provisions, 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 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.

6. If no redemption is made prior to such sale, a deed shall be issued to the purchaser according to law and such purchaser shall be let into possession of the mortgaged real estates in accordance with statutory provisions.

VI. ORDER UPON SPECIAL MATTERS.

1. The sale shall be by public auction.

2. The sale shall be by open verbal bid.

3. The sale shall be conducted by any judge of this court, the Sheriff of County, or Special Commissioner as this Court shall designate.

4. Exceptions to which title shall be subject at the sale shall include general real estate taxes for past years, (if any) the current year, and for the preceding year which have not become due and payable as of the date of this judgment and any special assessments upon the real estate and easements and restrictions of record.

5. In the event any party to this foreclosure is a successful bidder at the sale, such party may offset against the purchase price to be paid for such real estate the amounts due such party under this judgment of foreclosure or the order confirming the sale.

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VII. ORDER FOR JUDICIAL SALE.

1. The real estate is ordered sold according to law.
2. Upon expiration of the redemption period, the real estate shall be sold at a sale as provided by law.
3. NOTICE OF SALE: The mortgagee, or such other party designated by the court, in a foreclosure under this Article shall give public notice of the sale.
 - a. The notice of sale shall be published at least three consecutive calendar weeks (Sunday through Saturday) once in each week. The first such notice is to be published no more than 35 days prior to the sale, the last such notice to be published not less than 7 days prior to the sale, pursuant to law.
 - b. 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 30 days after the last scheduled sale, notice of any adjourned sale need be given only once, not less than 5 days prior to the day of the adjourned sale.
 - c. Notice of the sale may be given prior to the expiration of the redemption period.
 - d. No other notice by publication or posting shall be necessary.
 - e. Certificate of Sale. Upon the sale of mortgaged real estate, the person conducting the sale shall give a certificate of sale to the purchaser and cause such certificate of sale to be recorded. The certificate shall be freely assignable by endorsement thereon.

VIII. TRANSFER OF TITLE.

1. Upon or after confirmation of the sale, the person who conducted the sale or the court shall execute a deed to the holder of the certificate of sale 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 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, but such deed shall not be construed to contain any covenant on the part of the person executing it.
2. Delivery of the deed executed on the sale of the real estate, even if the purchaser or holder of the certificate of sale is a party to the foreclosure, shall be sufficient to pass the title thereto. Such conveyance shall be an entire bar of (i) all claims of parties to the foreclosure and (ii) all claims of any nonrecord claimant who is given notice of the foreclosure as provided by statute.

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IX. APPLICATION OF PROCEEDS. 0 3 8 4 8 2 6 6

The proceeds resulting from the sale ordered herein shall be applied in the following order:

1. the reasonable expenses of sale;
2. 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 the recorded agreement and not prohibited by law, reasonable attorneys' fees, payments made pursuant to Illinois Revised Statutes, Chapter 110, Section 15-1505 and other legal expenses incurred by the mortgagor;
3. satisfaction of claims in the order of priority adjudicated in this judgment of foreclosure; and in subsequent order of this Court, and;
4. remittance of any surplus to the mortgagor or as otherwise directed by the court.

X. REDEMPTION

1. Only an owner of redemption may redeem from this foreclosure, and such owner of redemption may redeem only during the redemption period specified herein.
2. This is a foreclosure of a mortgage of residential real estate. The redemption period shall end on the later of (i) the date 7 months from the date the mortgagor or, if more than one, all the mortgagors (A) have been served with summons or by publication or (B) have otherwise submitted to the jurisdiction of this court, or (ii) the date three months from the date of entry of this judgment of foreclosure.
3. The amount required to redeem shall consist of the Total Balance Due as declared above plus interest thereon at the statutory rate hereafter and all additional costs and other expenses allowed by the court including payments for taxes, insurance, preservation or other necessary expenses.

XI. OTHER MATTERS.

1. REPORT OF SALE

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.

2. POSSESSION

Mortgagor shall have possession of said real estate until the sale is confirmed unless an order of court to the contrary is entered. Upon confirmation of the sale, the purchaser shall have a right to possession of the premises conveyed and any of the parties in this cause who are in possession of said premises, and any person who, since the commencement of this suit, has come

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into possession shall surrender possession thereof to such purchaser. If said parties in possession refuse to vacate the property-this order may be placed with the Sheriff to begin an eviction and the Sheriff is hereby directed to remove all parties in possession and to place into possession such purchaser.

3. DEFICIENCY

If the money arising from said sale shall be insufficient to pay the amounts due to the plaintiff with interest and the costs and expenses of sale, or if there is a surplus from said sale the person conducting the sale shall specify the amount of such deficiency or surplus in the report of sale, and a judgment shall be entered therefor, if appropriate.

4. JURISDICTION

The Court hereby retains jurisdiction of the subject matter of this case and of all the parties hereto for the purpose of enforcing this judgment, and for appointing a Receiver during the redemption period if necessary.

ENTERED:

J. Brian Bennett
Judge

DATED: MAR 16 1989

FISHER AND FISHER
Attorneys at Law, P.C. #3309
30 North LaSalle, Suite 2720
Chicago, IL 60602
Telephone: (312) 372-4784

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INTERCOUNTY TITLE CO. OF ILLINOIS
300 WEST MADISON
CHICAGO, ILLINOIS 60601
BOX 97

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