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PLACITA JUDGMENT (2-90) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILINOIS, COUNTY OF COOK] ss.

PLEAS, before the Honorable Anthony J. Scotillo **one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court, at the Court, at the Court House in said County, and state, on** August 23, **in the year of our Lord, one thousand nine hundred and** 89 **and of the Independence of the United States of America, the two hundredth and** Fourteenth

PRESENT: - The Honorable Anthony J. Scotillo
Judge of the Circuit Court of Cook County.

CECIL PARTEE, State's Attorney

JAMES E. O'GRADY, Sheriff

Attest: AURELIA PUCINSKI, Clerk.

Said real estate and premises

Lot 19 and 20 in Block 2 in H.Best's Subdivision of the West 8 acres of Lot 2 Block 14, Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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STATE OF ILLINOIS,
COUNTY OF COOK } ss.

I, AURELIA PUCINSKI, 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 .....

..... plaintiff/petitioner

and ..... defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this .....

day of ....., 19 .....

(2-90) CCDCH-6

..... Clerk

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

CITIBANK SAVINGS OF ILLINOIS as successor in interest to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO Plaintiff,	)	IN CHANCERY
vs.	)	No. 88 CH 02619
RICHARD GILLIS, CATHERINE M. GILLIS, his wife, and 924 WRIGHTWOOD CONDOMINIUM ASSOC. Defendants.	)	

JUDGMENT OF FORECLOSURE

NOW COMES for hearing the merits of the complaint for foreclosure filed herein by plaintiff, CITICORP SAVINGS OF ILLINOIS and upon plaintiff's Motion for Judgment this Court, having considered the evidence and arguments of counsel and being advised in the premises, makes these FINDINGS:

I. JURISDICTION.

1. A. The following defendants have each been properly served with a summons and a copy of the complaint on the dates shown, and having failed to answer said complaint or otherwise enter any appearance herein although more than thirty days have passed since such service, are ordered defaulted: RICHARD GILLIS and 924 W. WRIGHTWOOD CONDOMINIUM ASSOCIATION

B. The following defendants, CATHERINE GILLIS and unknown owners, were duly served by publication of a notice in THE CHICAGO DAILY LAW BULLETIN, a secular daily newspaper of general circulation in COOK County, Illinois, on MARCH 25, APRIL 1, APRIL 8, 1988 and JANUARY 24, JANUARY 31 and FEBRUARY 7, 1989, and copies of said notice were mailed to said defendants by the Clerk of this Court pursuant to Ill.Rev.Stat., Chapter 110, Section 2-206 and said defendants have failed to answer the complaint or otherwise enter any appearance herein although more than thirty days have passed since the first said publication, and the default date published as aforesaid has passed, and said defendants, unknown owners and non-record claimants are ordered defaulted:

C. The following defendants filed responsive pleadings herein by counsel as shown: REGISTRAR OF TITLES

9. Any and all notices of default or election to declare the indebtedness due and payable or other notices required to be given have been duly and properly given.

10. Any and all periods of grace or other period of time allowed for the performance of the covenants or conditions claimed to be breached or for the curing of any breaches have expired.

11. The amount indicated to be due is broken down in the statement in the complaint or in the evidence or affidavits correctly stated and if such breakdown indicates any advances made or to be made by the plaintiff or owner of the mortgage indebtedness, such advances were, in fact, made or will be required to be made, and under and by virtue of the mortgage the same constitute additional indebtedness secured by the mortgage.

IV. 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, stenographer's fees, witness fees, costs of publication, 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 provided in the mortgage, or, if no rate is provided therein, at the statutory judgment rate, 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 mortgaged 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, or, if no rate is provided, at the statutory judgment rate.

V. ULTIMATE FINDINGS.

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

2. All lien or mortgage claimants defaulted are found and declared to have no interest in the real estate foreclosed, as they have offered no evidence of said interest.

3. Said real estate is free and clear of all liens and encumbrances except:

a. General real estate taxes for the year 1988 and thereafter and special assessments, if any.

b. Plaintiff's said mortgage ordered foreclosed herein.

4. Plaintiff's said 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, and except for any mortgages or liens found herein to be prior and superior to plaintiff's mortgage or prior liens of non-parties.

5. 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 that a judgment of foreclosure and sale is granted to plaintiff and against all defendants.

IT IS FURTHER ORDERED:

VI. ORDER UPON DEEMED REQUEST FOR FORECLOSURE.

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 and costs 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 thereon 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 amounts 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 non-record claimants given notice of the foreclosure in accordance with statutory provisions, and all persons claiming by, through or under the, 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 purchase thereat according to law and such purchaser shall be let into possession of the mortgaged real estate in accordance with statutory provisions.

VII. <u>ORDER FOR JUDICIAL SALE</u>.

1. The real estate is ordered sold in accordance with statutory provisions.

2. Upon expiration of the redemption period, the real estate shall be sold at a sale as provided in this judgment of foreclosure.

A. The place of the sale shall be:

B. The time and date of the sale shall be:

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 sale as provided by statute.

A. The notice of sale shall include the following information, but an immaterial error in the information shall not invalidate the legal effect of the notice:

(1) The name, address and telephone number of the person to contact for information regarding the real estate;

(2) The common address and other common description (other than legal description), if any, of the real estate;

(3) A legal description of the improvements on the real estate;

(4) A description of the improvements on the real estate;

(5) The time and place of the sale;

(6) The terms of the sale;

(7) The case title, case number and the court in which the foreclosure was filed.

B. No other information shall be required in the Notice of Sale.

C. The notice of sale shall be published at least three consecutive calendar weeks (Sunday through Saturday), once in each week, the first such notice to be published not more than 35 days prior to the sale, the last such notice to be published not less than 7 days prior to the sale, by an advertisement 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 a 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 legal proceedings is commonly advertised to the general public; provided, that where both advertisements could be published in the same newspaper and that newspaper does not have separate legal notices and real estate advertisements sections, a single advertisements shall be sufficient;

D. 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 28 days nor less than 7 days prior to the day 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.

E. 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.

F. Notice of the sale may be given prior to the expiration of the redemption period.

G. No other notice by publication or posting shall be necessary.

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

4. Election of Property. If the real estate is susceptible of division, the person conducting the sale may order it to be sold as necessary to satisfy this judgment. The person conducting the sale shall determine which real estate shall be sold and the person conducting the sale may determine the order in which separate tracts may be sold.

5. 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. 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 the Sheriff of this county.

4. Exceptions to which title in the real estate shall be subject at the sale shall include general real estate taxes for 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 of amounts due such party under this judgment of foreclosure or the order confirming the sale.

IX. 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 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 all claims of parties to the foreclosure and all claims of any non-record claimant who is given notice of the foreclosure as provided by statute.

X. APPLICATION OF PROCEEDS.

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 other 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 mortgagee;

3. satisfaction of claims in the order of priority adjudicated in this judgment of foreclosure; and

4. remittance of any surplus to the mortgagor or as otherwise directed by the court.

XI. REDEMPTION - RESIDENTIAL.

1. Only the owner of redemption may redeem from this foreclosure, and such owner of redemption may redeem only during the redemption period specified herein.

2. In this foreclosure of a mortgage of residential real estate, the redemption period shall end on the later of (i) the date seven (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. This is a foreclosure of a mortgage of residential real estate.

4. The redemption period shall end in this case on the 23th day of November, 1989, or such other date as is hereafter ordered by this court.

5. The amount required to redeem shall consist of the Total Balance Due as declared above in part II, paragraph 3(K), plus interest thereon and all additional costs and other expenses allowed by the court as provided by Ill.Rev.Stat.,Ch.110, Sec. 15-1603(d).

XII. 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)

Plaintiff is authorized to take possession of said real estate upon and after default by the terms of the mortgage foreclosed; plaintiff has prevailed on a final hearing of this cause; plaintiff has requested to be placed in possession of said real estate, and defendant-mortgagors have not objected and shown good cause for having possession of said premises hereafter. After the entry of this judgment, plaintiff shall have exclusive possession of said real estate and after the sale ordered herein, the holder of the certificate of sale shall have plaintiff's right to be placed in possession of said real estate.

3. (HOMESTEAD WAIVER)

Defendant-mortgagors waived their right to homestead or other exemptions in said real estate in the body of said mortgage, which was duly signed and acknowledged, and said defendant-mortgagors are therefore barred from claiming any right to homestead or other exemptions in said real estate.

4. (DEFICIENCY)

If the money arising from said sale shall be insufficient to pay the amounts due to plaintiff with interest and the costs and

expenses of sale, the person conducting the sale shall specify the amount of such deficiency in the report of sale, and a judgment shall be entered therefor, if appropriate.

5. (APPEALABILITY)

There is no just reason to delay enforcement of or appeal from this final appealable judgment order.

6. (WITHDRAWAL OF DOCUMENTS)

Leave is hereby given to the movant to withdraw its original documents, as copies are attached to the complaint.

ENTER:

ENTERED

AUG 23 1989

Judge

JUDGE ANTHONY J. SCOTILLO-708

KAMERMAN FREEDMAN ANSELMO AND LINDBERG
2011 Swift Drive - Box A
Oak Brook, IL 60521
(312) 571-8517
Attorney No

0 3 9 2 5 2 1 8

STATE OF ILLINOIS,
COUNTY OF COOK ss.

I, AURELIA PUCINSKI, 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

CITIBANK SAVINGS OF ILLINOIS **plaintiff/petitioner**

and RICHARD GILLIS; et al **defendant/respondent.**

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 24th **day of** October **, 19** 90

(2-90) CCDCH-6

Aurelia Pucinski **Clerk**

3925218

UNITED STATES OF AMERICA

STATE OF ILINOIS,
COUNTY OF COOK] ss.

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

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

CECIL PARTEE, State's Attorney

JAMES E. O'GRADY, Sheriff

Attest: AURELIA PUCINSKI, Clerk.