

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

U.S. BANK NATIONAL ASSOCIATION,)	
AS TRUSTEE)	
)	
Plaintiff,)	
vs.)	No. 07 C 1544
WENDY S. COOK)	
)	Judge Charles P. Kocoras
)	Magistrate Judge Maria G. Valdez
Defendant and)	
Counter-plaintiff)	
vs.)	
U.S. BANK NATIONAL ASSOCIATION,)	
AS TRUSTEE)	
)	
Counter-defendant)	

JUDGMENT OF FORECLOSURE AND SALE

This cause having been duly heard by this Court upon the record herein, and the Court having granted Summary Judgment in favor of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE and against WENDY S. COOK a/k/a WENDY COOK with respect to the Complaint to Foreclose Mortgage filed herein by U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE and also with respect to the Counter-Complaint filed herein by WENDY S. COOK a/k/a WENDY COOK , the Court FINDS;

1. That it has jurisdiction of the parties to and the subject matter of this suit.
2. That summary judgment was granted in favor of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE and against WENDY S. COOK a/k/a WENDY COOK with respect to the Complaint to Foreclose Mortgage filed herein by U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE and that summary judgment was granted in favor of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE and against WENDY S. COOK a/k/a

WENDY COOK with respect to the Counter-Complaint filed herein by WENDY S. COOK a/k/a WENDY COOK.

3. That all the material allegations of the Complaint to Foreclose Mortgage filed herein by U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE are true and proven and that the affidavits, public records and supporting documents submitted by U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE in support of its Motion for Summary Judgment and in opposition to WENDY COOK's Motion for Summary Judgment are sufficient, proper and in due form for purposes of the findings and adjudications herein.

4. That U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE is the owner of the note and mortgage that is the subject of the Complaint to Foreclose Mortgage and is entitled to the relief sought in said Complaint to Foreclose Mortgage.

5. That by virtue of the Mortgage and Note secured thereby, alleged in the Complaint to Foreclose Mortgage there is due to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, and it has a valid and subsisting lien upon the hereinafter described property, for the following amounts:

Unpaid Principal Balance	\$707,530.48	
Interest as of September 22, 2008	137,680.91	
Interest from September 22, 2008 to February 4, 2009 (135 days @ \$154.88)	20,908.80	
Advances authorized by loan documents	21,182.23	
Subtotal		\$887,302.42
Clerk's Fee	\$ 350.00	
Service of Summons	65.00	
Recording Lis Pendens Notice	78.00	
Title Charges	1,660.00	
Record Assignment of Mortgage	39.00	
Reasonable Attorney's Fees	2,750.00	
		\$ 4,942.00
TOTAL		\$892,244.42

6. That in addition to the attorney's fees and costs set forth in paragraph 5 of this Judgment, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE incurred attorney's fees and costs defending the Counter-Complaint filed herein by WENDY COOK and further incurred attorney's fees and costs responding to the allegations and defenses raised by WENDY COOK with respect to the Complaint to Foreclose Mortgage. This court hereby reserves the issue of any additional fees and costs to which U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE may be entitled pursuant to the terms of the note and mortgage until such time as there is a redemption or until such time as the results of the foreclosure sale are known.

7. That the rights and interest of all the parties to this cause in and to the property hereinafter described are inferior to the lien of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE mentioned in paragraph 5 of this Judgment.

8. That the mortgaged premises mentioned in the Complaint to Foreclose Mortgage and herein referred to and directed to be sold are described in Exhibit "A", a copy of which is attached hereto and made a part hereof.

9. There is no just reason for delay of the enforcement or appeal of the entry of the Judgment of Foreclosure and Sale pursuant to the rulings of this court with respect to the cross motions for summary judgment.

IT IS HEREBY ORDERED AND ADJUDGED that Judgment is entered in favor of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE and against WENDY S. COOK a/k/a WENDY COOK with respect to the Complaint to Foreclose Mortgage filed herein by U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE and that Judgment is entered in favor of U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE and against WENDY S. COOK a/k/a WENDY COOK with respect to the Counter-Complaint filed herein by WENDY S. COOK a/k/a WENDY COOK.

IT IS FURTHER ORDERED AND ADJUDGED that U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE owns and has a valid and enforceable mortgage on the real estate that is the subject of this proceeding in the amounts found above.

IT IS FURTHER ORDERED AND ADJUDGED that the last of the owners of redemption has been duly served with summons on April 11, 2007; and that the period of redemption shall expire and terminate on May 4, 2009 or otherwise pursuant to the provisions of the Illinois Mortgage Foreclosure Law or, in the event that the United States of America is a party to this proceeding with respect to a lien arising under the internal revenue laws, pursuant to 28 U.S.C. Section 2410, the United States of America shall be granted 120 days from the date of the foreclosure sale within which to redeem the property from said sale.

IT IS FURTHER ADJUDGED that, unless within three (3) days from the entry of this Judgment there shall be paid to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE the respective sums with interest thereon, mentioned in Paragraphs 3 and 4 of this Judgment, and if the premises shall not be redeemed according to and within the time provided by law, 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 redemption or

claim of, in and to said premises, or any part thereof; and in case said premises shall not be redeemed as aforesaid, then the real estate hereinabove described, together with all improvements thereon and appurtenance 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 parties in interest, be sold at public vendue to the highest bidder for cash by a Special Commissioner of this Court.

That said Commissioner give public notice of the time, place and terms of such sale by publishing the same at least once in each week for four (4) successive weeks in a secular newspaper of general circulation published in the County where the property is located, the first publication to be not more than forty-five (45) days before the date of said sale and the last publication to be not less than seven (7) days prior to the sale; that said Special Commissioner may, in his or her discretion, for good reason, adjourn the sale so advertised, and continue the same from time to time, without further notice or publication of such sale, by oral proclamation by said Special Commissioner at the time and place set by the notice of publication of such sale, or such announced subsequent date; that U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE or any of the parties to this cause may become the purchaser or purchasers at such sale.

That said Commissioner upon making such sale, shall, with all convenient speed, report the same to the Court for its approval and confirmation, and said Special Commissioner shall likewise report the distribution of the proceeds of sale and his acts and doings in connection therewith; that said Special Commissioner may accept U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE's receipt for its distributive share of the proceeds of sale in lieu of cash; that, in lieu of cash the Special Commissioner may accept the receipt of any party to

this proceeding found herein to have a lien on the property in question for said party's distributive share of the proceeds of sale for those amounts over and above the amounts due to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE; that out of the proceeds of such sale, the Special Commissioner shall make distribution in the following order of priority:

(a) For the Special Commissioner's fees, disbursements and commission on such sale;

(b) To U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE or its attorney of record, the amounts mentioned in paragraph 3 of this Judgment plus allowable interest accrued and expenses incurred since the entry of this Judgment.

(c) In the event that a surplus remains, then to those parties found herein to have a lien on the property in question so far as their lien shall reach and in the priorities adjudicated by this Court.

That the Commissioner take receipts from the respective parties to whom the Special Commissioner may have made payments as aforesaid, and file same with the report of sale and distribution in this Court; that if, after the payment of all the foregoing items, there shall still be a remainder, the Special Commissioner hold the surplus subject to the further order of this Court, and that if there be insufficient funds to pay in full the amounts found due herein, the special Commissioner shall specify the amount of deficiency in the report of sale.

That U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE shall be entitled to Judgment for the amount of such deficiency against any party herein who may be liable for said deficiency and who have not been previously discharged in bankruptcy.

That U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE shall be entitled to a lien upon the rents, issues and profits from the premises involved herein during the period of any

special right of redemption for the amount of such deficiency, whether or not a redemption is made from the sale hereunder prior to the expiration of said period of redemption.

That upon confirmation of said sale, the Commissioner shall execute and deliver to the successful bidder at said sale, a good and sufficient deed of conveyance of said premises; and that the order confirming said sale shall include a Judgment for possession, and the grantee of the deed, or its representatives or assigns be let into possession of said 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 come into possession of said premises under them, or any of them, since the commencement of this suit, shall surrender possession of said premises to said grantee, or grantees, his or her representatives or assigns, and in default of so doing, the Sheriff of the County wherein the property is located may place said grantee in full and complete possession of said premises.

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, and for the purpose of appointing or continuing a Receiver herein during the period of redemption.

This court has approved the portion of the lien attributable to attorneys' fees only for purposes of the foreclosure sale and not for purposes of determining the amount required to be paid personally by defendant in the event of redemption by defendants, or a deficiency judgment, or otherwise. In the event of redemption by defendant or for purposes of any personal deficiency judgment, this court reserves the right to review the amount of attorneys'

fees to be included for either such purpose. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE's counsel is required to notify defendant of the provisions of this paragraph.

DATED:

ENTER:

J U D G E

Kenneth K. Shaw, Jr.
Stanley W. Papuga
KROPIK, PAPUGA & SHAW
Attorneys for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
120 South LaSalle Street
Chicago, Illinois 60603
Telephone: 312/236-6405

and

Edward S. Weil
Robert B. Groholski
B. Wayne Creel
DYKEMA GOSSETT PPLC
Attorneys for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
180 N. LaSalle, Suite 2700
Chicago, Illinois 60601
Telephone: 312/346-1300

Re: COOK

LEGAL DESCRIPTION

LOT 87 IN GREEN BAY ADDITION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF THE GREEN BAY ROAD, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 14, 1907, AS DOCUMENT 114199, IN BOOK "G" OF PLATS, PAGE 88 IN THE CITY OF LAKE FOREST, IN LAKE COUNTY, ILLINOIS.

SAID PROPERTY IS COMMONLY KNOWN AS: 840 OAKWOOD AVE
LAKE FOREST, IL 60045

PERMANENT TAX NO.: 12-28-311-024

EXHIBIT "A"