

Order Form (01/2005)

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Rebecca R. Pallmeyer <i>RRP</i>	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	09 C 3964	DATE	9/13/2010
CASE TITLE	RBS Citizens Bank, N.A vs. Sauk Trail & Torance, LLC, et al		

DOCKET ENTRY TEXT

Plaintiff's motion for summary judgment and for entry of judgment of foreclosure and sale [38] granted. Ruling on Plaintiff's claim for attorney's fees is reserved. Judgment is entered as follows:

Amounts due and owing on the July 7, 2006 note as of June 24, 2010:

Principal	\$ 224,484.00
Interest	75,382.24
Total	\$ 299,866.24

Interest accrues at the rate of \$112.24 per day.

Amounts due and owing on the January 6, 2006 note as of June 24, 2010:

Principal	\$ 509,186.74
Interest	260,084.55
Total	\$ 669,271.29

Interest accrues at the rate of \$254.59 per day.

■ [For further details see text below.]

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STATEMENT

This is an action to foreclose a mortgage on property located at 21940 Torrence Avenue in Sauk Village, Illinois. Plaintiff RBS Citizens Bank, N.A. d/b/a Charter One is a national banking association with its principal place of business in Providence, Rhode Island. Plaintiff is the successor in interest to the First National Bank, which executed the original loan agreements. Named as Defendants are Sauk Trail & Torrance, LLC, an Illinois limited liability company and its members, Samih Jaber and Amin Ijbara, both Illinois citizens, who are borrowers of the funds secured by the mortgage. North Star Trust Company, an Illinois corporation, is named in its capacity as successor trustee to the First National Bank.

Defendants defaulted in October 2008 and by June 25, 2009, just prior to the filing of the complaint, owed more than \$230,000 in unpaid principal. Plaintiff has moved for summary judgment. In support, they have offered a Local Rule 56.1(a) statement supported by the relevant loan documents and by the affidavit of Veronica M. Alger, Vice President of RBS Citizens, N.A., setting forth her calculations of the principal and interest owed. (Plaintiff's 56.1 Statement [40], hereinafter "56.1."). Defendants have opposed the motion for summary judgment [44], but they do not deny that they executed the loan documents, nor that they failed to make payments when due and are therefore in default. Instead, they have offered nothing more than the unsupported assertion that Plaintiff has miscalculated the amount of principal due by some \$22,000.00. Such an assertion, unsupported by an affidavit or any discovery material that would establish the alleged

STATEMENT

discrepancy, is ordinarily insufficient to defeat summary judgment. In this case, however, Plaintiff has opted, “for the sake of judicial economy and practicality” to concede the purported inaccuracy. (Plaintiff’s Reply [46], at 2.)

Defendants object to certain other paragraphs of Plaintiff’s Rule 56.1 Statement, but their objections do not satisfy the court that there is any genuine dispute precluding summary judgment in Plaintiff’s failure. Plaintiff’s failure to list all of the parties who signed the relevant document (56.1 ¶ 10) does not create a genuine dispute, as Defendant themselves have not denied signing it. Defendants challenge Plaintiff’s assertion that North Star Trust Company (“NSTC”) executed relevant documents (56.1 ¶¶ 11, 12), but they have acknowledged that NSTC is the successor trustee to the entity that did execute those documents. Although the propriety of Plaintiff’s claim for attorney’s fees is disputed (56.1 ¶ 23), that dispute does not preclude judgment in Plaintiff’s favor; the court reserves ruling on fees pending compliance with Local Rule 54.3.

Accordingly, judgment is entered as follows:

Amounts due and owing on the July 7, 2006 note as of June 24, 2010:

Principal	\$ 224,484.00
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