

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

FIRST SUBURBAN NATIONAL BANK,)	Case No. 1: 09-cv-08024
)	
Plaintiff,)	Judge Kennelly
)	
v.)	
)	
KEITH C. FORSGREN and)	Amount Claimed:
JANET M. FORSGREN,)	\$78,836.10 plus
)	interest, costs and
Defendants.)	attorneys fees

MOTION FOR ENTRY OF EX PARTE JUDGMENT BY CONFESSION

NOW COMES the plaintiff, First Suburban National Bank ("FSNB"), by and through its attorneys, Thomas J. Dillon, Timothy J. Somen and McFadden & Dillon, P.C. and for its Motion for Entry of Ex Parte Judgment by Confession states as follows:

1. The above-captioned cause was filed on December 28, 2009 and is presently pending before this Court. A First Amended Complaint was filed on February 5, 2010.

2. Plaintiff asserts in its First Amended Complaint a single claim against the defendants, jointly and severally, for breach of contract arising out of a promissory note executed by the defendants, Keith C. Forsgren and Janet M. Forsgren (collectively "Defendants"), in favor of plaintiff dated April 7, 2009 in the original principal amount of \$200,000.00 (the "Note"). A true and correct copy of the Note is attached hereto and made a part hereof as Exhibit A.

3. 735 ILCS 5/2-1301(c) provides, in pertinent part:

"(c)...any person for a debt bona fide due may confess judgment by himself or herself or attorney duly authorized, without process. The application to confess judgment shall be made in the county in which the note or obligation was executed...[a] judgment entered by any court in any county other than those specified herein has no force or validity, anything in the power to confess to the contrary notwithstanding."

735 ILCS 5/2-1301(c) (West 2009).

4. The Note expressly provides at page 2 thereof as follows:

"CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder."

Exhibit A, Note, Page 2.

5. FSNB submits herewith as Exhibit B the Affidavit of Thomas A. Gehrke, Jr., the President and Chief Executive Officer of

FSNB which verifies the Note and sets forth the amounts due under the Note.

6. FSNB also submits herewith as Exhibit C a Confession executed by Timothy J. Somen, a licensed Illinois attorney, on behalf of Defendants confessing Judgment against Defendants pursuant to the express provision of the Note authorizing same.

WHEREFORE, plaintiff, First Suburban National Bank, respectfully requests that this Honorable Court pursuant to the express confession of judgment provision of the Note and the Confession submitted herewith (i) enter judgment by confession in favor of plaintiff and against the defendants, Keith C. Forsgren and Janet M. Forsgren, each individually and jointly and severally, as requested in the Complaint and (ii) grant such further and additional relief as this Court may deem just and proper.

Respectfully submitted,

s/ Thomas J. Dillon
One of the attorneys for
plaintiff, First Suburban
National Bank

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