

EXHIBIT G

B. This Court has personal jurisdiction over Defendants Antioch Bowling Lanes, Inc., Joseph Sterbenz, and Kenneth Sterbenz as these defendants filed their appearance on January 28, 2013, and their Answer on March 4, 2013;

C. This Court has personal jurisdiction over Defendant Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association under as Trustee under Trust Agreement dated August 16, 1991 and known as trust number 114403-02, as this defendant was duly served with process relating to this action on January 10, 2013;

D. This Court has personal jurisdiction over Defendant Morning Dew Exteriors, Inc., as this defendant was duly served with process relating to this action on January 12, 2013;

E. No person or entity against whom default judgment is sought has answered or otherwise pleaded, or asserted a *bona fide* defense to the matters alleged in the Complaint, which have been proved;

F. On June 26, 2013 this Court granted Plaintiff a default judgment against Defendant Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association as Trustee under Trust Agreement Dated August 16, 1991 and known as Trust Number 114403-02;

G. On August 6, 2013, this Court granted Plaintiff's motion for summary judgment against Defendants Antioch Bowling, Joseph Sterbenz, and Kenneth Sterbenz;

H. On November 21, 2013, this Court granted Plaintiff's motion for summary judgment against defendant Morning Dew Exteriors, Inc.;

I. By virtue of the Mortgage and Note (collectively, the "Loan Documents"), there is due to Plaintiff, and it has a valid senior perfected lien upon the mortgaged real estate

hereinafter described (hereinafter, the “Subject Property”) in the following amounts as of December 3, 2013:

Principal:	\$946,737.78
Interest:	\$138,255.03
Per Diem after 5/6/13: \$295.855556	
Late Fees:	\$102,121.04
Real Estate Taxes, Appraisal and Other Expenses:	<u>\$62,347.35</u>
Total:	<u>\$1,249,461.20</u>

J. By their terms, the Note and Mortgage provide that Plaintiff is entitled to an award of its attorneys’ fees and costs incurred herein, which as of December 3, 2013 is the amount of \$69,059.65.

K. By their terms, the Note and Mortgage provide that Plaintiff shall be entitled to the costs and expenses incurred herein, including foreclosure costs, advances made by Plaintiff to preserve the subject property, and such costs, expenses and advances are included in the above indebtedness.

L. The Mortgage constitutes a valid lien upon the Subject Property which is prior, paramount and superior to the rights and interests of all other parties in and to the Subject Property. Upon entry of this judgment, the rights of Plaintiff shall be secured by a lien upon the Subject Property, which lien shall have the same priority as the Mortgage upon which the judgment relates. The rights, title, interest, claims and/or liens of all other parties in and to the Subject Property (including, but not limited to, Antioch Bowling Lanes, Inc., Joseph Sterbenz, Kenneth Sterbenz, Chicago Title Land Trust Company, as Successor Trustee to Lasalle Bank National Association under as Trustee under Trust Agreement dated August 16, 1991 and known

as trust number 114403-02, and Morning Dew Exteriors, Inc.) are subject, subordinate and inferior to the rights of Plaintiff and shall be terminated upon the confirmation of the judicial sales herein;

M. The Mortgage is hereby foreclosed and the Subject Property directed to be sold is described as follows:

THE EAST 615 FEET OF THE WEST ½ OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 7, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE STATE ROUTE HIGHWAY NO. 173 (EXCEPT THAT PART THEREOF FALLING IN THE SOUTH ½ OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTH EAST ¼ OF SECTION 7, TOWNSHIP AND RANGE AFORESAID) AND ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: THE POINT OF BEGINNING SHALL COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF ILLINOIS ROUTE 173 WITH THE WEST LINE OF THE EAST 615.0 FEET OF THE WEST ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 7; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 615.0 FEET AFORESAID, A DISTANCE OF 196.65 FEET (220.07 FEET MEASURED) TO A POINT INTERSECTING A LINE BEING 25 FEET WEST AND PARALLEL TO THE WESTERLY FOUNDATION LINE OF THE EXISTING BOWLING ALLEY; THENCE NORTHEASTERLY ALONG AFORESAID LINE TO A POINT INTERSECTING THE CENTERLINE OF ILLINOIS ROUTE 173; THENCE NORTHWESTERLY ALONG AFORESAID CENTERLINE TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

The permanent index numbers of the Subject Property, which is located at 750 W. Route 173, Antioch, Illinois, 60002 is 02-07-400-036.

N. The Subject Property is not “residential real estate” as that term is defined in Section 15-1219 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1219 (West 2009); and

O. Mortgagor’s right of redemption expires three months from the date this Order is entered, and Mortgagor’s right of reinstatement expired on April 28, 2013.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Judgment of Foreclosure and Sale is hereby entered in favor of Plaintiff FirstMerit Bank, N.A. and against Defendants Antioch Bowling Lanes, Inc., Joseph Sterbenz, Kenneth Sterbenz, Chicago Title Land Trust Company, as Successor Trustee to Lasalle Bank National Association under as Trustee under Trust Agreement dated August 16, 1991 and known as trust number 114403-02, and Morning Dew Exteriors, Inc. on Count I of the Complaint.

2. Intercounty Judicial Sales Corp. shall execute this judgment and shall give public notice of the time, place and terms of the sale of the Subject Property by publishing the same once a week for four consecutive calendar weeks (Sunday through Saturday), the first such notice to be published not more than forty-five (45) days prior to the sale of the Subject Property and the last such notice to be published no less than seven (7) days prior to the sale of the Subject Property; that said notice shall be by an advertisement in a newspaper circulated to the general public in Lake County, Illinois, in the section where legal notices are commonly placed and by separate advertisement, which may be in the same newspaper, in the section where real estate other than mortgaged property being sold in a legal proceeding, is commonly advertised to the public; provided, however, that where said newspaper does not have separate legal and real estate sections, a single advertisement shall be sufficient.

3. Plaintiff, or any of the parties herein, may become the purchaser at such sale; and if Plaintiff is the successful bidder at said sale, the amount due Plaintiff, plus all costs, advances and fees hereunder, shall be taken as a credit on its bid.

4. Intercounty Judicial Sales Corp. upon making such sale, shall immediately execute and deliver to the purchaser a Receipt of Sale and, with all convenient speed, a submit report of sale and distribution with the Court for its approval and confirmation. Intercounty

Judicial Sales Corp. shall include in the report of sale a breakdown of the distribution of the sale proceeds and attach a copy of the Receipt of Sale. Out of the proceeds of sale, distribution shall be made in accordance with Paragraph I hereinabove.

5. Upon confirmation of the sale, Intercounty Judicial Sales Corp. may issue a certificate of sale in recordable form describing the real estate purchased and the amount paid therefore and that certificate shall be freely assignable. When all amounts required to be paid by the purchaser at sale are paid, the party conducting said sale shall, upon the request of the holder of the certificate of sale, or the purchaser if no certificate of sale was issued, execute and deliver to the holder or purchaser a deed sufficient to convey title. Said conveyance shall be an entire bar to all claims of the parties to the foreclosure and all persons claiming thereunder and all claims of unknown owners and non-record claimants.

6. In the event that the Subject Property is sold for less than the amount of the indebtedness due to Plaintiff, Plaintiff shall have the right to seek and obtain an *in personam* deficiency judgment against any obligor following completion of the judicial sale of the Subject Property.

7. The parties hereto who shall be in possession of said premises, or any part thereof, or any person who may have come into such possession under them, or any of them, since the commencement of this action, shall, as of the date 30 days after the confirmation of the judicial sale, surrender possession of said premises to the purchaser, his or her or its representatives or assigns.

8. This Judgment of Foreclosure and Sale is immediately enforceable, and this Court retains authority and jurisdiction over this matter during the entire pendency of the foreclosure and until disposition of all matters arising out of the foreclosure.

9. Defendant Midwest Bank & Trust Company is hereby dismissed, without prejudice.

10. Plaintiff shall mail a copy of this Order to all Defendants at their last known address within seven days of its entry.

Submitted by:
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Entered: _____
Judge Joan D. Gottschall