STATE OF ILLINOIS

1. COUNTY OF \_\_\_\_\_\_\_\_\_\_\_

IN THE CIRCUIT COURT OF \_\_\_\_\_\_\_\_ COUNTY, ILLINOIS,

1. - COUNTY DEPARTMENT - CHANCERY DIVISION -

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| Plaintiff, | Case No.: |
| vs | Cal No.: (If Cook County) |
| Defendant(s). | Property Address: |

**STIPULATION FOR JUDGMENT OF FORECLOSURE BY CONSENT**

Plaintiff-Mortgagee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Plaintiff’), by and through its attorneys, Marinosci Law Group, P.C. and Defendant-Mortgagor(s), either pro se or represented by counsel, as shown below, pursuant to 735 ILCS 5/15-1402, stipulate and agree as follows:

1. Plaintiff hereby waives any and all rights to a personal judgment for deficiency against the Defendant-Mortgagor(s), and against all other persons liable for the indebtedness or obligations secured by the subject mortgage (“Mortgage”).
2. Notice of the corresponding Motion for Entry of Consent Judgment will be given to all parties not in default.
3. Defendant-Mortgagor(s) hereby submit to the jurisdiction of the Court and expressly consent to the entry of a judgment for a consent foreclosure as provided by 735 ILCS 5/15-1402, vesting absolute title to the mortgaged real estate in the Plaintiff, or its designee, free and clear of all claims, liens and interests of Defendant-Mortgagor(s), including all rights of reinstatement and redemption, and of all rights of all other parties hereto whose interests are subordinate to that of Plaintiff and all Unknown Owners and Non-Record Claimants who have been properly notified as provided by statute.
4. Plaintiff, its agents, successors or assigns shall be entitled to possession of the property subject to this foreclosure as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (\*Intentionally blank - we will manually add this date in) and Defendant-Mortgagor(s) agree to vacate and surrender possession of the premises commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\*Property address should pull in here) on or before \_\_\_\_\_\_\_\_\_\_\_\_\_ (\*Intentionally blank - we will manually add this date in) and that time is of the essence. Defendant-Mortgagor(s) agree to vacate the property no later than \_\_\_\_\_\_\_\_\_\_\_\_\_ (\*Intentionally blank - we will manually add this date in), remove all personal property from the subject real property and leave the property in broom-swept condition. Defendant-Mortgagor(s) waive any and all claims against Plaintiff, its successors or assigns, as to any and all personal property not removed from the subject real property after \_\_\_\_\_\_\_\_\_\_ (\*Intentionally blank - we will manually add this date in). Defendant-Mortgagor(s) waive any and all defenses and objections to any action for possession brought by the Plaintiff, its agents, successors or assigns after \_\_\_\_\_\_\_\_\_\_\_\_\_ (\* Intentionally blank - we will manually add this date in). Defendant-Mortgagor(s) agree and stipulate they will not object to or request a continuance or delay, in any fashion, entry of a consent judgment or judgment entered pursuant to Paragraph 5 below, should it apply. Defendant-Mortgagor(s) agree to the entry of an order affirmatively requiring said Defendant-Mortgagor(s) to vacate the subject premises.
5. In the event that the United States of America has recorded, or does record, a lien at any time prior to entry of a consent foreclosure judgment in this cause which cannot be extinguished without a judicial sale, Defendants-Mortgagors agree, in the alternative to entry of a consent foreclosure judgment, to entry of a judgment of foreclosure pursuant to 735 ILCS Sec. 5/15-1507, and confirmation pursuant to 735 ILCS Sec. 5/15-1508, all without objection or delay, in exchange for Plaintiff’s agreement not to pursue a personal deficiency in this cause against the Defendant-Mortgagor(s).
6. Any and all defenses raised herein by Defendant-Mortgagor(s) are hereby and forever withdrawn and Defendant-Mortgagor(s) expressly waive any and all claims against the Plaintiff, its agents, successors or assigns, including any and all rights to appeal any order entered in the above captioned matter. The parties hereby recognize that this paragraph shall have no application if the claim, defense, or set-off is based on federal law pursuant to 12 CFR 1026.36(h)(2) or other applicable federal law that would preclude such waiver.
7. As inducement for the agreement by Plaintiff to waive rights to a personal judgment for deficiency, Defendant-Mortgagor(s) hereby represent that Defendant-Mortgagor(s) presently exclusively control all present rights to authorize or impart rights of possession to the subject property. No leases (verbal or otherwise) granting rights of possession to any other person or entity presently exists. As further inducement, Defendant-Mortgagor(s) hereby represent that no other persons or entities presently occupy the subject property and no other persons or entities are presently legally entitled to possession of the subject property. Defendant-Mortgagor(s) further agree and represent that they will not grant any rights to possession of the subject property to any other person or legal entity from this date forward.
8. In the event that the subject property is vacant prior to the entry of any judgment for foreclosure, Defendant-Mortgagor(s) hereby promise and agree that they will notify Plaintiff’s counsel, in writing, that said premises are vacant. Upon such notification by any single Mortgagor, should there be more than one Mortgagor, Mortgagors collectively agree and waive any claims against Plaintiff, its agents, successors or assigns for securing the subject premises and rekeying the same.

PLAINTIFF-MORTGAGEE DEFENDANTS-MORTGAGEES

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

One of Plaintiff’s Attorneys

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