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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT - FIRST DISTRICT

SUPREME FINANCE CORP.,  
Plaintiff,  
v.  
CITY OF CHICAGO, a municipal  
corporation,  
Defendant.

Case No. 99 M1 450664  
Judge William Pileggi  
740-42 E. 68<sup>th</sup> Street/  
6757-59 S. Evans

CITY OF CHICAGO, a municipal  
Corporation,  
Counter-Plaintiff,  
v.  
SUPREME FINANCE CORP.,  
CATHERINE A. CONNOR,  
Unknown owners and non-record  
claimants,  
Counter-Defendants.

CONSENT DECREE

Counter-Plaintiff, City of Chicago, a municipal corporation ("City"), by Mara S. Georges, Corporation Counsel, and Plaintiff/Counter-defendant, Catherine A. Connor (hereinafter "Connor"), agree and stipulate to the Court's *in personam* jurisdiction over the parties and to the Court's *in rem* jurisdiction over the property commonly known as 740-42 E. 68<sup>th</sup> Street/6757-59 S. Evans, Chicago,

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Illinois, and identified by Permanent Index Number (PIN) 20-22-406-018 (hereinafter "subject property"). The subject property's legal description is:

LOTS 25 AND 26 IN BLOCK 1 IN HAWHE'S SOUTH PARK SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

This matter coming before the Court for hearing, the parties having due notice, and Connor desiring to resolve this case without a trial, the parties to this consent decree state the following:

1. Located on the subject property is a three story formerly 12 now 7 unit brick building.
2. Connor is the owner of the subject property, has full control over the subject property, and is legally authorized to enter into this Consent Decree without the participation of any other defendant to this lawsuit.
3. Connor understands that the City's complaint charges the defendants with violations of the Municipal Code of Chicago, Illinois, as amended (hereinafter "the Municipal Code") and Illinois law.
4. Connor admits that the building on the subject property is dangerous and unsafe and requires substantial rehabilitation, and that dangerous and unsafe conditions, described in paragraph 6 of the City's Counterclaim for Equitable and Other Relief and incorporated herein by reference, constituting violations of the Municipal Code, exist or existed at the subject property:

These conditions violate various sections of the Building Code of the City of Chicago as defined in the Municipal Code of Chicago §1-4-090 (2001).

5. Connor understands that upon signing this Consent Decree there will not be a trial of any kind on the violations described in paragraph four of this Consent Decree, and that by signing this Consent Decree Connor waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
6. Connor agrees that there is a factual basis for this Consent Decree in that a City of Chicago building inspector conducted an inspection of the building(s) on the subject property on 6/9/99, and on other occasions including 9/22/01, and found the violations described in paragraph four to exist.
7. Connor agrees to correct the violations described in paragraph four of this Consent Decree according to the compliance schedule described in paragraph ten of this Consent Decree.

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## COMPLIANCE SCHEDULE

8. Connor agrees that in correcting the violations described in paragraph four of this Consent Decree:
  - a. Connor and all employees, agents and other persons working on Connor's behalf will timely apply for and obtain all of the permits required to perform the necessary work, and will apply for a Certificate of Occupancy if one is required by law;
  - b. Connor is solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request;
  - c. All necessary repair, renovation and construction will be done by licensed contractors; and
  - d. All work at the subject property will meet or exceed the requirements of the Municipal Code.
9. Connor agrees that the determination of the extent of compliance with the Municipal Code will be made solely by the City of Chicago Department of Buildings. Connor agrees to allow the City's building inspectors access to the subject property to conduct all inspections (both exterior and interior) necessary to determine compliance with the Municipal Code.
10. Connor agrees to correct the violations of the Municipal Code set forth in paragraph four of this Consent Decree and to bring the building(s) on the subject property into full compliance with the Municipal Code no later than April 30, 2002.
  - a. Connor agrees to contact the assigned building inspector at 312/744-7878 (Monday-Friday, between the hours of 8:00 a.m. and 9:00 a.m.), to schedule a full inspection (both exterior and interior) of the subject property, to take place on or before the following dates: May 1, 2002 (final inspection.).
  - b. Connor agrees to apply for certificates of occupancy for all units by April 30, 2002.

## CONNOR'S OTHER OBLIGATIONS

11. Connor agrees to maintain liability insurance sufficient to insure the City from and against any and all claims, demands and actions arising from the subject property, for personal injury, death or property damage, in an amount not less than \$1,000,000. Connor further agrees to furnish to the City a current certificate of insurance evidencing the insurance required by this paragraph, issued by a company reasonably satisfactory to the City, and in form and content reasonably satisfactory to the City.
12. Connor agrees to register the subject property as a vacant building with the Department of Buildings as required by the City of Chicago Vacant Building Ordinance, Municipal Code of Chicago §13-12-125 (2001), if not already registered, and agrees to provide proof of this

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registration to the City by facsimile within seven (7) days of the entry of this Consent Decree. Connor further agrees to comply with all requirements of the City of Chicago Vacant Building Ordinance and the Watchman Ordinance, Municipal Code of Chicago §13-12-140 (2001), until such time as there is no longer a vacant building on the subject property, as defined by the Municipal Code.

13. Connor agrees to monitor the subject property daily and to keep the building(s) on the subject property secure in compliance with Department of Buildings Rules and Regulations until such time as the Department of Buildings determines that the subject property is in substantial compliance with the Municipal Code.
14. Connor agrees to maintain the subject property in a sanitary and reasonably debris-free condition until such time as the Department of Buildings determines that the subject property is in substantial compliance with the Municipal Code. If, before such time as the subject property is determined to be in substantial compliance with the Municipal Code, a City building inspector finds any imminently dangerous or hazardous condition at the subject property, Connor will correct that condition within forty-eight (48) hours after receiving notice from the City of such condition(s) by facsimile transmission or U.S. Mail to the following person(s):

Catherine A. Connor  
2035 W. Giddings Street Chicago, Illinois, 60625  
773-784-3141

Connor agrees that Connor will not deny notice of any imminently dangerous and hazardous condition when the City has sent, either by facsimile transmission or U.S. Mail to the person(s) listed above, notice of the imminently dangerous and hazardous condition(s). Connor further agrees to notify the City of any change in the designation of any person(s) to be contacted under the provisions of this paragraph. Notice shall be given by facsimile transmission and U.S. Mail directed to the person designated in paragraph 17 of this Consent Decree.

15. Connor agrees to file a motion with this Court with notice to the City if, at any time before the Department of Buildings determines that the building on the subject property is in substantial compliance with the Municipal Code, there is any change or modification in the ownership of the subject property, or if Connor ceases to have full control over the subject property for any reason whatsoever (including, but not limited to, the granting of a mortgage or other security interest in the subject property, the introduction of new investors in the property, receipt of a notice of sale of delinquent real estate taxes, or the placement of the subject property in a land trust), or if any legal proceedings are instituted affecting Connor's ownership or ability to comply with this Consent Decree (including, but not limited to, assignments, bankruptcies, and liens on the property), for the purpose of determining the continuing applicability of this Consent Decree. Notice of motion shall be given by facsimile transmission and U.S. Mail directed to:

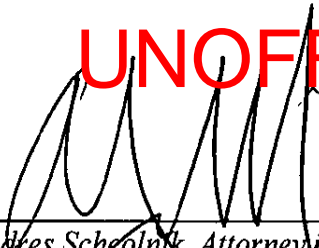
David E.B. Smith  
Senior Counsel  
City of Chicago Department of Law  
30 North LaSalle Street, Suite 700  
Chicago, IL 60602  
Facsimile: 312/ 744-1054.

**REMEDIES AND PENALTIES**

- 16. Should an unforeseeable act, force or occurrence prevent or delay the completion of any part of the work by the dates scheduled in paragraph ten of this Consent Decree, Connor may petition the Court for an extension of time, with notice to the City. The petition for an extension of time must be filed within ten (10) working days of the act causing the delay. Failure to apply for an extension within the ten working days will constitute a waiver of this right to petition to extend the time schedule and will subject Connor to the penalties set forth in paragraph nineteen of this Consent Decree.
- 17. If Connor fails to correct each of the violations of the Municipal Code set forth in paragraph four of this Consent Decree according to the schedule set forth in paragraph ten, or fails to comply with any other requirement of this Consent Decree, the penalty will be:
  - A. A fine of \$200 per day of violation commencing on the first day after any interim or final completion date stated in paragraph ten of this Consent Decree, OR a fine of \$10,000, whichever is higher; AND/OR
  - B. A fine of \$200 per day for each day of violation of any requirement of this Consent Decree other than those listed in paragraph ten; AND/OR
  - C. Upon petition by the City, a hearing as to why Connor should not be held in contempt of court for violation of this Consent Decree; AND/OR
  - D. Upon motion of the City, the reinstatement of this case and the entry of any appropriate relief, including, but not limited to, an order of demolition of the building(s) on the subject property.
- 18. This case is dismissed as to Connor subject to compliance with the terms of this Consent Decree. Connor waives the right to an appeal in this matter. This Court retains jurisdiction of this case to enforce, modify or vacate the terms of this Consent Decree.
- 19. Any party may record this order with the office of the Recorder of Deeds of Cook County.

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FOR Connor:



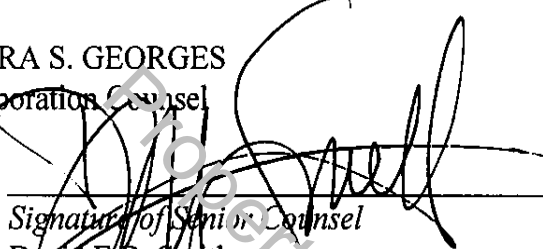
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Signature of Andres Scheolnik, Attorney in fact for Connor Date  
2035 W. Giddings Avenue, Chicago, Illinois 60625  
773-784-7900

FOR THE CITY OF CHICAGO:

MARA S. GEORGES  
Corporation Counsel

By:

  
Signature of Senior Counsel  
David E.B. Smith  
Senior Counsel  
30 North LaSalle Street, Suite 700  
Chicago, Illinois 60602  
312/744-8791  
Attorney #90909

Date

12/12/01

ENTERED

DEC 12 2001

JUDGE WILLIAM G. PILEGGI-1764

ENTERED:

Judge



Date

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