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Cook County Recorder of Deeds
Date: 06/11/2004 01:27 PM Pg: 1 of 4

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

CITY OF CHICAGO, a municipal corporation,
Plaintiff,

v.

FINANCIAL FEDERAL TRUST & SAVINGS BANK,
as Trustee, et al.,

Defendant(s).

Duplicate Original

Case No. 01-M1-405248

Re: 5342-44 S. Indiana Ave.

Courtroom: 1101

Richard J. Daley Center

SECOND AMENDED CONSENT DECREE and ORDER

Plaintiff, City of Chicago ("City"), by its attorney **Mara S. Georges**, Corporation Counsel, and Defendant(s), **GREG NEWSOME**, pro se, having reached agreement as to the resolution of the Plaintiff's Motion for Judgment of Default Fines and Other Relief, for failure to comply with the First Amended Consent Decree, stipulate and agree to entry of the following order(s):

1. **Stipulations.** Defendant **Greg Newsome** ("Defendant") stipulates that he is the owner in possession of the premises, and that the premises, at all times relevant to this case, contained the violations of the Municipal Code set forth in the Plaintiff's Complaint, and/including, to wit:

- a. Building vacant and open;
- b. Squatters occupying the building, and evidence of drug use;
- c. Fire damage to the first floor rear, extending up to the third floor rear of the building;
- d. No back porch system on building, leaving no rear means of egress;
- e. No electrical or water service to the building, and no heat;
- f. Interior stairs broken and missing, treads open through to the basement;
- g. Holes in the roof and in walls and ceilings through out the building;
- h. Garbage through out the building; and
- i. Broken windows through out the building.

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2. The premises is now vacant and secure, with the roof, plumbing, water supply and waste piping, sewer and drainage, electrical wiring, windows, and heating system repaired and installed.

3. The provisions of the First Amended Consent Decree entered May 29, 2003, ¶ 3.3, have not been fully complied, in that the rear porch, electrical and plumbing fixtures, interior stairs, doors, door hardware, lighting, and walls, ceilings and drywall have not been repaired and/or installed.

4. **Fines.** Defendant shall pay the City the amount of \$ 3,000.00, by cashier's check or certified funds at 30 N. LaSalle Street, Suite 700, by 5:00 p.m. on December 30, 2004, as an agreed settlement of Plaintiff's claims for default fines in this matter under ¶ 4.1(a) of the First Amended Consent Decree, and as consideration for this amendment thereto.

5. **Repairs.** Defendant shall rehabilitate the premises and repair all remaining conditions and Municipal Code violations set forth herein no later than December 1, 2004. All work shall be done by licensed professionals in a workmanlike manner, and under approved permits where required.

6. Defendant shall pay to the City the additional amount of \$ 4,500.00, on or before December 30, 2004, as the remaining portion of the agreed settlement of City's claim for default fines. *Provided, however, that only if Defendant is certified by Department of Buildings (DOB) inspection to be in full compliance with the following completion schedule, the City hereby waives payment of the following portions of said \$4,500.00, and the same shall not be due and owing to the City, to wit:*

- a. interior walls and ceilings / drywall completed by: 10/1/04 (\$500.00)
- b. plumbing fixtures completed (tubs, faucets, sinks, etc.) by: 11/1/04 (\$500.00)
- c. interior stairs fully repaired by: 11/1/04 (\$500.00)
- d. exterior porch system installed by: 12/1/04 (\$500.00)
- e. electrical fixtures, sockets, outlets, lighting, installed by: 10/1/04 (\$500.00)
- f. premises maintained vacant, secure, and debris-free until repairs complete. (\$1,000.00)
- g. all other repairs to constitute full Code compliance by: 12/1/04 (\$1,000.00)

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7. Defendant shall maintain the premises in a vacant, secure, and reasonably debris-free condition at all times workmen are not present, and until issuance of a certificate of occupancy for the premises pursuant to section 13-36-040 of the Chicago Municipal Code.

8. *Inspections.* Within two (2) business days of completion of all work, Defendants shall arrange with the DOB, for inspection of the premises and repairs, and confirmation of compliance with this Second Amended Consent Decree. Defendant shall allow the DOB to conduct additional inspections of the premises to confirm compliance, as may be necessary in the judgment of said agency.

9. *Default.* Should Defendant fail to comply with any of the provisions of this Second Amended Consent Decree, the City may, upon petition, obtain a judgment against the Defendant for any amounts due and owing under ¶¶ 4 and 6, herein above. The City may also file a petition for contempt of Court for failure to comply with this Second Amended Consent Decree. The City may also request the Court to appoint a receiver to complete any uncompleted repairs under ¶ 6, and repair any dangerous and hazardous conditions, and authorization for the receiver to issue certificates, for costs and fees, which shall be a priority lien on the premises, pursuant to 65 ILCS 5/11-31-2.

10. Any notices shall be served by regular mail to the undersigned Defendant, and the undersigned Assistant Corporation Counsel, at the addresses appearing on the signatory page.

11. Nothing in this Second Amended Consent Decree shall be construed to limit or interfere with the City of Chicago's use of its police powers to address imminently dangerous conditions which may hereinafter arise at the premises.

12. All remedies herein are cumulative, and not mutually exclusive. Any extensions of time provided to Defendant or failure to pursue any of the remedies set forth herein, shall not constitute a waiver by the City of any such provisions or remedies.

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13. The provisions of this Second Amended Consent Decree shall be binding on the parties, their employees, representatives, attorneys, successors, heirs and assigns. The parties agree and stipulate that time is of the essence of this Second Amended Consent Decree.

14. The Court retains jurisdiction over the parties, subject matter and the premises for the purposes of enforcement of this Second Amended Consent Decree. This matter is hereby dismissed by agreement of the parties, without prejudice, subject to the above stated terms.

15. All other parties are dismissed without prejudice. This Order is final and appealable, there being no just reason to delay enforcement or appeal thereof.

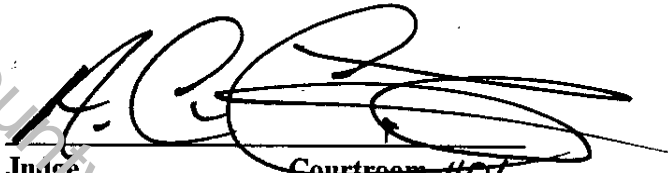
Hearing Date: 5-18-04

Assoc. Judge ABISHIC. CUNNINGHAM

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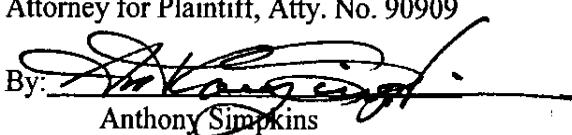
Circuit Court - 223

ENTER:



Judge Courtroom 1101

Mara S. Georges, Corporation Counsel
Attorney for Plaintiff, Atty. No. 90909

By: 

Anthony Simpkins

Assistant Corporation Counsel
30 N. LaSalle Street, Suite 700
Chicago, IL 60602
(312) 744-8791



Signature of Defendant(s)

Signature of Defendant(s)

Defendants' Name, Address and Phone # :

