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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

MICHAEL T. QUINTOS)
)
Plaintiff,)
)
v.)
)
THOMAS ADAMSON,)
)
Defendant.)



Doc#: 0522727084 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/15/2005 03:44 PM Pg: 1 of 7

No.

0522727084

VERIFIED COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff, Michael T. Quintos, by and through his attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, and for his Verified Complaint against Defendant, Thomas Adamson, alleges and states as follows.

STATEMENT OF FACTS

1. Defendant, Thomas Adamson, is the owner of, and holds title to, real property, with a legal description of Section Township, 16-39-14, SubDiv-Condo, 0020484524, Unit No. 000000000002402, Unit No. 00000000000P109, with PIN Number, 17-16-402-050-1110, located at and commonly referred to as 701 S. Wells Street, Unit 2402, with parking space number 109, Chicago, Illinois (the "Premises").

2. On or about February 17, 2004, in the City of Chicago, Cook County, Illinois, Plaintiff, Michael T. Quintos, entered into a "Lease Agreement with Option to Purchase" (the "Lease") with the Defendant, Thomas Adamson, to purchase the Premises. The Lease provided that Plaintiff would lease the Premises for a period of 12

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months, commencing on March 1, 2004 and ending on February 28, 2005. Additionally, the "Option to Purchase" section of the Lease gave the Plaintiff the exclusive right to an option to purchase the Premises for a gross sales price of \$316,923.00 from March 1, 2004 and expiring on February 28, 2005 or at the time the Lease was terminated. A copy of the Lease is attached hereto and incorporated herein by reference as Exhibit "A".

3 The "Option to Purchase" section of the Lease further provided that the Plaintiff could exercise its option by notifying the Defendant, in writing, prior to the termination date of the option, of Plaintiff's intent to exercise the option to purchase the Premises.

4 The "Option to Purchase" section of the Lease further provided that the closing shall take place within 90 days

5 On February 28, 2005, Plaintiff directed correspondence to Defendant stating that pursuant to the "Option to Purchase" section of the Lease, he was exercising the option to purchase the Premises for \$316,923.00. A copy of the letter exercising the option is attached hereto and incorporated herein by reference as Exhibit "B".

COUNT I – TEMPORARY RESTRAINING ORDER

6 Plaintiff re-alleges, adopts and incorporates by reference herein the allegations contained in paragraphs 1-5 of this Verified Complaint as and for paragraph 6 as though fully set forth herein.

7 The "Option to Purchase" section of the Lease gave the Plaintiff the right to purchase the Premises, which is a clearly ascertainable right that needs protection.

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8. Although Plaintiff timely and properly exercised his rights under the “Option to Purchase” section of the Lease and presented Defendant with proposed real estate contracts in an effort to consummate the real estate transaction, Defendant has at all times refused to allow the Plaintiff to purchase the Premises by failing to timely return telephone calls, failing to respond to correspondence and failing to negotiate the terms of a real estate contract, all in an effort to avoid the sale of the subject Premises.

9. An action at law cannot adequately redress the injury because the Premises are unique.

10. Plaintiff will suffer irreparable injury unless this court enters a temporary restraining order because he will be deprived of his right to purchase the Premises, which are unique, and the Defendant will have the ability and will likely attempt to convey title to the Premises to someone other than the Plaintiff.

11. The Plaintiff is likely to succeed on the merits as the Defendant has prevented the Plaintiff from purchasing the Premises. Specifically, Plaintiff appropriately exercised the option and presented a number of real estate contracts to Defendant that gave Defendant the sales price as called for in the Lease. Defendant, however, failed to negotiate in good faith the terms of the real estate contract.

WHEREFORE, Plaintiff, Michael T. Quintos, prays that this Court grant the following relief:

A. Enter a temporary restraining order pursuant to 735 ILCS 5/11-101 enjoining and restraining Defendant, Thomas Adamson, from conveying title in the Premises to anyone other than Plaintiff, pending final determination of this cause and until the further order of this court;

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- B. Grant Plaintiff his reasonable attorney's fees and costs of this action; and
- C. Grant any other further relief as this court deems equitable and proper.

COUNT II- PRELIMINARY INJUNCTION

12. Plaintiff re-alleges, adopts and incorporates by reference herein the allegations contained in paragraphs 1-5 of this Verified Complaint as and for paragraph 12 as though fully set forth herein.

13. The "Option to Purchase" section of the Lease gave the Plaintiff the right to purchase the Premises, which is a clearly ascertainable right that needs protection.

14. Although Plaintiff timely and properly exercised his rights under the "Option to Purchase" section of the Lease and presented Defendant with proposed real estate contracts in an effort to consummate the real estate transaction, Defendant has at all times refused to allow the Plaintiff to purchase the Premises by failing to return telephone calls, failing to respond to correspondence and failing to negotiate in good faith the terms of a real estate contract, all in an effort to avoid the sale of the subject Premises.

15. An action at law cannot adequately redress the injury because the Premises are unique.

16. Plaintiff will suffer irreparable injury unless this court enters a temporary restraining order because he will be deprived of his right to purchase the Premises which are unique, and the Defendant will have the ability and will likely attempt to convey title to the Premises to someone other than the Plaintiff.

17. The Plaintiff is likely to succeed on the merits as the Defendant has prevented the Plaintiff from purchasing the Premises. Specifically, Plaintiff appropriately exercised the option and presented a number of real estate contracts to Defendant that

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gave Defendant the sales price as called for in the Lease. Defendant, however, failed to negotiate in good faith the terms of the real estate contract.

WHEREFORE, Plaintiff, Michael T. Quintos, prays that this Court grant the following relief:

A. Enter a preliminary injunction pursuant to 735 ILCS 5/11-102 enjoining and restraining Defendant, Thomas Adamson, from conveying title in the Premises to anyone other than Plaintiff, pending final determination of this cause and until the further order of this court.

B. Grant Plaintiff his reasonable attorney's fees and costs of this action; and

C. Grant any other further relief as this court deems equitable and proper.

COUNT III-SPECIFIC PERFORMANCE

18. Plaintiff re-alleges, adopts and incorporates by reference herein the allegations contained in paragraphs 1-5 of this Verified Complaint as and for paragraph 18 as though fully set forth herein.

19. Plaintiff has performed all the conditions of the "Option to Purchase" section of the Lease.

20. At all relevant times, Plaintiff has been ready, willing, and able to fulfill his obligations under the "Option to Purchase" section of the Lease and Plaintiff has demanded that Defendant comply with the terms of the "Option to Purchase" section of the Lease.

21. Although Plaintiff timely and properly exercised his rights under the "Option to Purchase" section of the Lease and presented Defendant with proposed real estate contracts in an effort to consummate the real estate transaction, Defendant has at

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all times refused to allow the Plaintiff to purchase the Premises by failing to timely return telephone calls, failing to respond to correspondence and failing to negotiate in good faith the terms of a real estate contract, all in an effort to avoid the sale of the subject Premises.

22. The Plaintiff has no adequate remedy at law because the Premises are unique. Consequently, Plaintiff has no recourse except to compel the Defendant's performance of the terms of the "Option to Purchase" section of the Lease.

WHEREFORE, Plaintiff, Michael T. Quintos, prays that this Court grant the following relief:

A. Enter judgment in favor of Plaintiff and against Defendant, Thomas Adamson, directing Defendant to specifically perform and fulfill the terms of the "Option to Purchase" contained within the Lease, execute a real estate contract for the Premises and close on said contract in accordance with the "Option to Purchase"; and

B. Award Plaintiff reasonable attorney's fees, costs of this suit, and any other relief the court deems equitable and proper.

Michael T. Quintos

By: 

One of His Attorneys

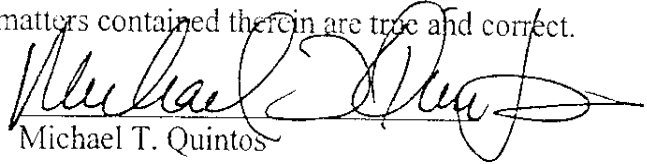
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VERIFICATION

The State of Illinois)
County of Cook)

Michael T. Quintos, being duly sworn on oath, deposes and states that he is the Plaintiff named in the above Verified Complaint. Plaintiff has read the Verified Complaint and knows its contents, and the matters contained therein are true and correct.


Michael T. Quintos

Signed and sworn to before me this 15th day of August, 2005.


Notary Public

