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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 12/09/2005 09:42 AM Pg: 1 of 3

Dup. orig.

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

THE CITY OF CHICAGO,
a Municipal Corporation,

Plaintiff,

v.

Brian Michel, et al

Defendant(s).

Case No: 99 m 1420200

Address: 1454 W. Melrose

Courtroom 1105, Daley Center

AGREED ORDER OF INJUNCTION AND JUDGMENT

THIS CAUSE COMING to be heard on the set call, the Court being fully advised in the premises:

Defendant(s) Brian Michel, 1454 W. Melrose

and the City of Chicago have reached agreement as to the resolution of this case, stipulate to the following facts and agree to entry of the following order(s):

Stipulations

1. The premises contains, and at all times relevant to this case contained, the violations of the Chicago Municipal Code set forth in Plaintiff's Complaint and notice of violations. Defendant has a right to contest these facts, but knowingly and voluntarily stipulates to said facts and waives the right to trial, including the right to a jury trial, if any, as to each, any and all of the stipulated facts.

Orders

2. a) The judgment entered on the date of _____ in the amount of \$ _____ against Defendants _____ shall stand as final judgment on Count I of Plaintiff's complaint. Leave to enforce said judgment is stayed until _____. Execution is to issue on the judgment thereafter. Count I is dismissed as to all other defendants. Plaintiff agrees to accept \$ _____ in full settlement of the judgment if payment is made to the City of Chicago by _____. If payment is mailed it must be postmarked within the aforesaid time limit and mailed to the attention of Tina Zvanja at 30 N. LaSalle St., Room 700, Chicago, IL 60602.

b) Defendant has paid a settlement of \$ _____, instanter, as evidenced by receipt # _____.

3. Defendant Brian Michel must:
 Bring the subject premises into full compliance with the Municipal Code of the City of Chicago by 12-1-06.
 Not rent, use, lease, or occupy the subject premises, and keep the premises safe and secure, until further order of court.

The property will not be fully complied unless Defendant has obtained all necessary permits for work done at the property.

4. Defendant shall schedule and permit interior inspections of the subject premises to verify compliance with the terms of this Agreed Order. Defendant shall call Inspector Sam Lobolce at 746-851 to schedule an inspection, by 12-8-06. #410

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The provisions of this agreement shall be binding on the parties, partners and managing partners, successors, heirs and assigns of the Defendant. If Defendant intends to sell or otherwise transfer ownership of the premises before the repairs required by this Agreed Order are completed and approved by the Department of Buildings, Defendant must notify the City and the Court of the change in ownership by way of motion duly filed with the Court with notice given to the City. **DEFENDANT IS FULLY RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS UNDER THIS AGREED ORDER, REGARDLESS OF OWNERSHIP OF THE PREMISES.**

Penalties

5. Should Defendant fail to comply with any of the provisions of this Agreed Order, the City will petition the Court to enforce the Agreed Order. Defendant may be subject to any or all of the following penalties for failure to comply. This list is not exclusive, and the Court may order other appropriate action upon petition by the City, including the appointment of a receiver to make repairs and reinstatement of the case.

- The property is not found to violate any safety laws per the inspection on 11/16/05 by Sam Dolce, city of ~~Chicago~~ Chicago.

[] (i) Defendant will comply with the compliance schedule set forth above, and will be subject to fines of \$500 per day for each violation of the Municipal Code that exists past the due date. The fines will be calculated from the first day Defendant violates the compliance schedule, and will continue to run until Defendant complies the violations.

[] (ii) Defendant will pay a lump-sum default fine of \$ _____ if violations exist at the premises after the due date agreed to in the compliance schedule.

(b) Contempt of Court.

(i) **Civil Contempt.** If upon petition by the City, the Court finds that Defendant has failed to comply with the Agreed Order, Defendant shall be subject to fines and/or incarceration for indirect civil contempt until Defendant purges the contempt by complying with the Agreed Order.

(ii) **Criminal Contempt.** If upon petition by the City for indirect criminal contempt, Defendant is found beyond a reasonable doubt to have wilfully refused to comply with the Court's order, Defendant will be subject to a fine and/or incarceration, which fine or period of incarceration will not be affected by Defendant's subsequent compliance with the Agreed Order.

- all orders allowing contempt and/or penalties are hereby vacated.

- The consent decree of 5/24/01 is hereby vacated. *Proceedings on Request for Relief*

6. If the City files a motion or petition pursuant to paragraph 5, Defendant waives the right to a trial or hearing as to all issues of law and fact, except whether or not Defendant has violated the provisions of this Agreed Order, whether or not said violation(s) constitute civil or criminal contempt, and whether or not the requested relief is appropriate and/or feasible.

- Attorney Alisa M. Levin is herewith given leave to file her appearance on behalf of Brian Michel.

7. The court retains jurisdiction to adjudicate any enforcement action initiated pursuant to paragraph 5 of this Agreed Order, and retains jurisdiction of this matter for the purposes of modification, enforcement or termination of the orders stated in paragraphs 3 and 4 of this Agreed Order.

8. This matter is hereby dismissed by agreement of the parties, without prejudice, subject to the agreement detailed above. This order is final, appealable, and enforceable, the court finding no just cause or reason to delay its enforcement or appeal.

THE PARTIES HAVE READ AND HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS.

Mara S. Georges, Corporation Counsel #90909
By: _____
Assistant Corporation Counsel
30 N. LaSalle, Room 700
Chicago, IL 60602
(312) 744-8791

Defendant *Brian Michel*
Defendant or Attorney for Defendant
Alisa M. Levin, Esq.
Fuchs + Rocelli Ltd for Defendant
(312) 461-2400

JUDGE RHODA DAVIS SWEENEY
NOV 17 2005

HEARING DATE: 11-17-05

Circuit Court - 1679

SO ORDERED

Judge *Rhoda Davis Sweeney* Courtroom 1105

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

*** LEGAL DESCRIPTION *** FRONT

Address: 1454 1454 W MELROSE ST
PI# 14-20-325-020

FRONT

LOT 31 IN ALBERT WISNER'S SUBDIVISION OF THE SOUTHEAST
1/4 OF THE SOUTHWEST 1/4 OF *the southwest 1/4 of*
SECTION 20, TOWNSHIP 40 NORTH, RANGE 14,
LYING EAST OF THE 3RD PRINCIPAL MERIDIAN
IN COOK COUNTY ILLINOIS

Property of Cook County Clerk's Office