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Doc#: 0615704036 Fee: \$28.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 06/08/2008 10:01 AM Pg: 1 of 3

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

THE CITY OF CHICAGO
a Municipal Corporation
Plaintiff,
v. Cosmo Bank
TUT #30718
Wieslaw Gizynski
Defendant(s).

Case No: 03M1 4013 16 CORAS W 03M1 40505
Address: 3432 W. Henderson
Courtroom 1103, 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) Cosmopolitan Bank TUT #30718 & Wieslaw Gizynski
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 Court I of Plaintiff's complaint. Leave to enforce said judgment is stayed until _____. Execution is to issue on the judgment thereafter. Court I is dismissed as to all other defendants.

Plaintiff agrees to accept \$ 4000.00 in full settlement of the judgment if payment is made to the City of Chicago by 6/9/08. 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. OTHERWISE THE CITY WILL REINSTATE ITS MOTIONS FOR DEFAULT FINES AND CONTEMPT OF COURT

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

3. Defendant Cosmopolitan Bank TUT #30718 & Wieslaw Gizynski must:

- [] Bring the subject premises into full compliance with the Municipal Code of the City of Chicago by _____.
- [] Not rent, use, lease, or occupy the subject premises, and keep the premises safe and secure, until further order of court.
- [X] Shall obtain all necessary permits & comply by 11/17/08

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

If the defendant is unable to obtain the sign a permit - the defendant shall remove the sign

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 Don Wesley at 746-8523 to schedule an inspection 12/17/08

The provisions of this agreement shall be binding on the parties, partners and 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.**

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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.

(a) **Default fines.**

- (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.

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.
- 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

JUDGE DANIEL J. LYNCH

MAY 08 2008

Defendant or Attorney for Defendant
(Signature)

(141) 359 2880

HEARING DATE: 5/8/08 **Circuit Court - 1759**

SO ORDERED:

Judge Daniel Lynch

Courtroom 1103

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

* * * LEGAL DESCRIPTION * * * FRONT

Address: 3432 3432 W HENDERSON
PI# 13-23-405-039

FRONT

& 055, THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF NORTH AVONDALE AVENUE; ON THE EAST BY THE WEST LINE OF NORTH KIMBALL AVENUE; ON THE SOUTH BY THE NORTH LINE OF WEST HENDERSON STREET; AND ON THE WEST BY A LINE EXTENDING FROM SAID SOUTHWESTERLY LINE OF NORTH AVONDALE AVENUE TO SAID NORTH LINE OF THE WEST HENDERSON STREET; AT A DISTANCE OF 589.49 FEET EAST OF AND PARALLEL TO THE EAST LINE OF NORTH DRAKE AVENUE IN THE CITY OF CHICAGO, COMPRISING ALL OF THE LOTS IN BLOCK 1 IN THE SUBDIVISION (BY DADA AND OTHERS) OF PART OF THE SAID WEST 1/2 OF THE SOUTHEAST 1/4 ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO.1185671; ALSO COMPRISING THAT PART OF LOTS 2 AND 13 INCLUSIVE (TAKEN AS A TRACT) WHICH LIES SOUTHERLY OF SAID SOUTHWESTERLY LINE OF NORTH AVONDALE AVENUE TOGETHER WITH THE EAST 1/2 OF THAT PART OF THE VACATED ALLEY LYING SOUTHERLY OF SAID SOUTHWESTERLY STREET LINE WHICH LIES WEST OF LOTS 2 TO 13 INCLUSIVE IN HALLS SUBDIVISION OF LOT 10 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE SEPTEMBER 10, 1869 AS DOCUMENT NO.25138 TOGETHER WITH SO MUCH OF THE VACATED STREET LYING WEST OF SAID BLOCK 1 AND EAST OF SAID HALL'S SUBDIVISION AS LIES SOUTH OF SAID SOUTHWESTERLY LINE OF NORTH AVONDALE AVENUE EXCEPT THAT OF LOTS 2 TO 7 INCLUSIVE, IN BLOCK 1 IN SUBDIVISION (BY DADA AND OTHERS) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO.1185671 OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF AVONDALE AVENUE AND THE WEST LINE OF NORTH KIMBALL AVENUE, RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID AVONDALE AVENUE, 184.43 FEET, THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF AVONDALE 15.05 FEET, THENCE SOUTHERLY 26.11 FEET TO A LINE WHICH 38 FEET SOUTHWESTERLY AN PARALLEL WITH SOUTHWESTERLY LINE OF SAID AVONDALE AVENUE, THENCE SOUTHEASTERLY ALONG LAST MENTIONED LINE 99.15 FEET TO A LINE WHICH IS 80 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH KIMBALL AVENUE; THENCE SOUTH ALONG LAST MENTIONED LINE 24.17 FEET OF THE NORTH LINE OF THE WEST HENDERSON, THENCE EAST ALONG THE NORTH LINE OF SAID WEST HENDERSON STREET 80 FEET TO THE WEST LINE OF NORTH KIMBALL AVENUE, THENCE NORTH ALONG THE WEST LINE OF SAID NORTH KIMBALL AVENUE 9.60 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS