



Doc#: 0801441008 Fee: \$28.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 01/14/2008 09:19 AM Pg: 1 of 3

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

THE CITY OF CHICAGO,
a Municipal Corporation,

Plaintiff,

v.
First Community Bank
First C.A.
Defendant(s).

Case No: _05M1400923

Address: 618 W 61 St

Courtroom 110 , 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) Vesta Investments LLC 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 12/17/2007 in the amount of \$26,000.00 plus \$60.00 court cost against Defendants Vesta Investments LLC shall stand as final judgment on Count I of Plaintiff's complaint. Leave to enforce said judgment is stayed until 06/17/2008. Execution is to issue on the judgment thereafter. Count I is dismissed as to all other defendants.

Plaintiff agrees to accept \$13,000.00 plus 60.00 court cost in full settlement of the judgment if payment is made to the City of Chicago by 06/17/2008. If payment is mailed it must be postmarked within the aforesaid time limit and mailed to the attention of Kimberly Miller at 30 N. LaSalle St., Room 700, Chicago, IL 60602.

3. Defendant must:

- Bring the subject premises into full compliance with the Municipal Code of the City of Chicago by 6/17/2008. Full compliance must be achieved by either complying all the violations in the city's complaint or demolishing the premises. Until full compliance is achieved Defendant shall keep the property vacant and secured.
- 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 Clark or successor at 746-7216 to schedule an inspection.

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**

#410

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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.**

MAR. J

(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 reserves jurisdiction of this matter for the purposes of modification, enforcement or termination of this order to comply, including the adjudication of proceedings for contempt or default fines, which could result in the imposition of a fine and/or incarceration, and reinstatement of the Plaintiff's Complaint.

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

Defendant or Attorney for Defendant

30 N. LaSalle, Room 700
Chicago, IL 60602
(312) 744-8791

HEARING DATE: 12/20/07

Judge James M McGing
DEC 20 2007
Circuit Court 1926
SO ORDERED:

Judge
Stephen Richek
312-744-8791
7372-9444

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

City of Chicago, a municipal corporation,
Plaintiff

v.

FIRST COMMUNITY BK & TR CO
SAMUEL A BAYYAN
VESTA INVESTMENTS LLC
Unknown owners and non-record claimants,
Defendants

Case No.

05M1-400923

Amount Claimed per day \$1,500.00

COMPLAINT FOR EQUITABLE AND OTHER RELIEF

Plaintiff, City of Chicago, a municipal corporation, by **Mara S. Georges**, Corporation Counsel, by the undersigned Assistant(s) Corporation Counsel, complains of Defendant(s) as follows:

Count I

1. Within the corporate limits of said city there is a parcel of real estate legally described as follows:

PIN # 20-16-309-039

LOT 9 IN H.H. AND G.B. UPP'S SUBDIVISION OF THE EAST 223 FEET OF LOT 9 IN THE COUNTRY CLERK'S SUBDIVISION OF LOT 38 OF THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as **618 W 61ST ST**

and that located thereon is a

- 3 Story(s) Building**
- 6 Dwelling Units**
- 0 Non-Residential Units**

2. That at all times pertinent thereto on information and belief the following named defendants owned, maintained, operated, collected rents for, or had an interest in the said property on the date(s) herein set forth.

FIRST COMMUNITY BK & TR CO, MORTGAGE HOLDER
SAMUEL A BAYYAN, LAST TAXPAYER OF RECORD
VESTA INVESTMENTS, LLC, OWNER
Unknown owners and non-record claimants

3. That on **06/15/05** and on each succeeding day thereafter and on numerous other occasions, the defendant(s) failed to comply with the Municipal Code of City of Chicago as follows:

1 CN070034

Failure to rebuild or replace dilapidated and dangerous porch. (13-196-570)
SR#05-00887173 (2) PORCHES - ONE SIDE - ONE REAR - SIDE PORCH ROTTEN POSTS COLUMNS BEAMS DECK'S, RAILS IMPROPER INSTALLED LOOSE AND ROTTED TREADS STRINGERS LOOSE LANDINGS LOOSE DISCONNECTED DANGEROUS & HAZARDOUS, REAR PORCH MISSING RAILINGS, BROKEN DECKS, TREADS, STRINGERS, EXCESSIVE SCABBING, ROTTEN POST, COLUMNS BEAMS - PORCH IS DANGEROUS & HAZARDOUS

2 NC2011

Failure to submit plans prepared, signed, and sealed by a licensed architect or registered structural engineer for