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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/29/2008 09:54 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,

Leroy E. Denon

Defendant(s).

Case No: 06m1401592

Address: 6337 S. Drexel Ave

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) Wells Fargo

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

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. Defendants have a right to contest these facts, but knowingly and voluntarily stipulate to said facts and waive the right to trial, including the right to a jury trial, if any, as to each, any and all of the stipulated facts.

Orders

The judgment entered on the date of 5/13/08 in the amount of \$ 12,500.00 against Defendant(s) Wells Fargo shall stand as final judgment on Count I of Plaintiff's complaint. Leave in force said judgment is stayed until 6/17/08. Execution is to issue on the judgment thereafter. Count I is dismissed as to all other defendants.

Plaintiff agrees to accept \$ 1,000.00 in full settlement of the judgment if payment is made to the City of Chicago on 6/17/08. 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. Checks must be made payable to City of Chicago.

Defendant(s) Wells Fargo must:

- Not rent, use, lease, or occupy the subject premises, and keep the premises safe and secure, until further order of court.
- Bring the subject premises into full compliance with the Municipal Code of the City of Chicago or sell the subject premises by 01/13/09.

Additionally, that: Board: secure the east rear basement door by 05/14/08 and keep the premises ~~secured~~ secure until further order of court.

- If a new owner gains legal title from Defendant(s), said new owner must bring the subject premises into full compliance within 10 months from the date of sale, transfer, or assignment.
- No one other than Defendant(s) may sell, transfer, or assign the subject premises until further order of the court.

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

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 WIS Rosado at (312) ~~907-3608~~ to schedule an inspection by _____.

~~5. Secure east rear basement door at grade by 5/14/08.~~

Penalties

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, Defendants 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

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.

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.

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:

Ira S. Georges, Corporation Counsel #90909
By: WIS Rosado
Assistant Corporation Counsel
100 N. LaSalle, Room 700
Chicago, IL 60602
(312) 744-8791

JUDGE DANIEL J. LYNCH

MAY 13 2008

Circuit Court - 1769

Timothy Jueill WELLS FARGO
Defendant or Attorney for Defendant
TIMOTHY YUEILL
LAW OFFICES OF IRA T NEVEL
175 N FRANKLIN
CHICAGO, IL
312 357-1125

HEARING DATE: 5/13/08

SO ORDERED:

Judge Lynch

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06M1 401592

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

City of Chicago, a municipal corporation,
 Plaintiff)
)
 v.)
)
 LEROY E DENON)
 WELLS FARGO BANK, NA AS TRUSTEE UNDER)
 POOLING AND SERVICING AGREEMENT DTD)
 AS OF OCT 1, 2004 ASSET BACKED V)
 PASSED -THROUGH CERTIFICATES SERIES 2004-MHQ1)
)
 UNKNOWN OWNERS AND NON-RECORD CLAIMANTS,)
 DEFENDANTS)

Case No.
Amount Claimed per day \$12,500.00

RE: 6337 S DREXEL AVE
CHICAGO, IL 60637

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:

Commonly known as **6337 S DREXEL AVE**
CHICAGO, IL 60637

and that located thereon is a

- 3 Story(s) Building
- 0 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.

LEROY E DENON, OWNER
WELLS FARGO BANK, NA AS TRUSTEE UNDER POOLING AND SERVICING AGREEMENT DTD AS OF , OWNER

Unknown owners and non-record claimants:

3. That on **06/07/06** 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 CN062024
Failure to repair and maintain parapet. (13-196-530)
PARAPET SOUTH ELEVATION WASHED OUT MORTAR.

2 - CN070024