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Doc#: 0831235204 Fee: \$40.00 Eugene "Gene" Moore Cook County Recorder of Deeds

Date: 11/07/2008 03:38 PM Pg: 1 of 3

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT-FIRST DISTRICT THE CITY OF CHICAGO. Case No. 77 W H003Z a Municipal Corporation. Plaintiff. Rankers Expres Courtroom 1103, Daley Center Defendant(s). 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) 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. 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** The judgment entered on the date of 10/23/08 in the amount of \$\frac{9500.00}{200}\$ against Defendants long shall stand as final judgment on Count I cr Plaintiff's complaint. Leave to enforce said judgment is stayed until 1715/08. Execution is to issue on the judgment thereafter. Ont I is dismissed as to all other defendants. Plaintiff agrees to accept \$ 400.00 in full settlement of the judgment if payment is made to the City of Chicago by 12115/08. If payment is mailed it must be postmarked within the aforesaid time limit and mailed to the attention of Market W. LaSalle St., Room 700, Chicago, IL 60602. 1 b) Defendant has paid a settlement of \$, instanter, as evidenced by receipt # 3. Defendant OW dows Bring the subject premises into full compliance with the Municipal Code of the City of Chicago by 11/01/09 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.

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

Order. Defendant shall call Inspector (2014)

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The provisions of this agreement shall be bilding of the parties, partners and managing purities, successors, heirs and assigns of the Defendant. If Defendant intends to set or one rwite transfer ownership of the premises before the repairs required by this Agreed Order and 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		
Order. Defer	fendant fail to comply with any of the provisions of this Agreed Ordendant may be subject to any or all of the following penalties for failure appropriate action upon petition by the City, including the t of the case.	re to comply. This list is not exclusive, and the Court	
(a)	Default fines. (i) Defendant will comply with the compliance schedule s day for each a lation of the Municipal Code that exists past the d Defendant vic (at/s the compliance schedule, and will continue to	tue date. The fines will be calculated from the first day	
	[] (ii) Defendan will pay a lump-sum default fine of \$ due date agreed to in the compliance schedule.	if violations exist at the premises after the	
(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 Jity for indir reasonable doubt to have wilfully refused to comply with the Co incarceration, which fine or period of incarceration will not be aff Agreed Order.	urt's order, Defendant will be subject to a fine and/or	
	Proceedings on Request for 1	Relia	
fact, except w	files a motion or petition pursuant to paragraph 5, Defendant waives bether or not Defendant has violated the provisions of this Agreed Or impt, and whether or not the requested relief is appropriate and/or fea	der, whether can ot said violation(s) constitute civil or	
7. The court r jurisdiction of Agreed Order.	etains jurisdiction to adjudicate any enforcement action initiated pur this matter for the purposes of modification, enforcement or termins	suant to paragraph 5 of Lerced Order, and retains ation of the orders stated in paragraphs 3 and 4 of this	
8. This matter final, appealal	is hereby dismissed by agreement of the parties, without prejudice, sole, and enforceable, the court finding no just cause or reason to dela	subject to the agreement detailed above. This order is y its enforcement or appeal.	
THE PARTE	es have read and hereby agree to the above to	RMS AND CONDITIONS.	
	es, Corporation Counsel #90909		
By: //// Assistant Corp	oration Counsel	Defendant or Attorney for Defendant	
30 N. LaSalle, Chicago, IL 60	가는 사람들은 사람들은 사람들은 사람들이 가는 사람들이 가는 사람들이 가는 사람들이 가는 사람들이 가는 사람들이 가장 하는 것이다. 그렇게 되었다면 사람들이 가득하다고 있다.	Secretaria de la composição de la compos	
Chicago, IL 60 (312) 744-879	医大胆病 经收益 医二甲基甲基 经货柜 医二氏征 医电视 医双侧侧 医环状腺 医二氯甲基酚酚甲基酚 医电影电影 医电影电影 医克勒特氏 医二氯甲基酚		
HEARING DA	ATE: 10/23/08		
	SO UKUR		

Judge Daniel Lynch

Courtroom 1103

212

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MUNICIPAL DEPARTMENT - FIRST DISTRICT

City of Chicago, a municipal corporation, Plaintiff V.	? 7M1 400323	•
BANKERS EXPRESS MORTGAGE, INC. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THOMAS J JONES IV) Case No.) Amount claimed per day Address:) 541 - 541 W 45TH ST CHICAGO IL 60609-	9500 d
USA FUNDING CORP.)	
Unknown owners and non-record claimants Defendants		:

COMPLAINT FOR EQUITABLE AND OTHER RELIEF

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

Count I

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

20-04-322-010

LOT 17 IN BLOCK 2, IN D.W. BAKER'S SUBSTYLSION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, 7 OWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as

541 - 541 W 45TH ST CHICAGO IL 60609-

and that located thereon is a

- Story(s) Building 2
- **Dwelling Units** 2
- Non-Residential Units 0
- Juny Clan 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 sat turth.

BANKERS EXPRESS MORTGAGE, INC., MORTGAGE HOLDER

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR , MORTGAGE HOLDER

THOMAS J JONES IV, OWNER

THOMAS J JONES IV , TAX PAYER

USA FUNDING CORP., MORTGAGE HOLDER

Unknown owners and non-record claimants

3. That on 10/19/2006 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:

CN196029

Failure to post name, address, and telephone of owner, owner's agent for managing, controlling or collecting rents, and any other person managing or controlling building conspicuously where accessible or visible to public way. (13-12-030)

no owners i.d. posted