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Doc#: 0834505133 Fee: \$42.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 12/10/2008 12:54 PM Pg: 1 of 4

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

THE CITY OF CHICAGO,  
a Municipal Corporation,  
  
Plaintiff,

Case No: 08M1403224

Address: 4100 W. Fullerton

Courtroom 1103, Daley Center

v. Five Pac Company  
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) Five Pac Company

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 12-03-08 in the amount of \$ 0.00 against Defendants Five Pac Company shall stand as final judgment on Count 1 of Plaintiff's complaint. Leave to enforce said judgment is stayed until \_\_\_\_\_ Execution is to issue on the judgment thereafter. Count 1 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 \$ \_\_\_\_\_, instant, as evidenced by receipt # \_\_\_\_\_.

3. Defendant Five Pac Company must:  
 Bring the subject premises into full compliance with the Municipal Code of the City of Chicago by 09-01-09.  
 Not rent, use, lease, or occupy the subject premises, and keep the premises safe and secure, until further order of court.  
 R.W. Collins Co is dismissed as a party  
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 Joe Uribe at 743-7267 to schedule an inspection, by 09-07-09

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

77410

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.**

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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.

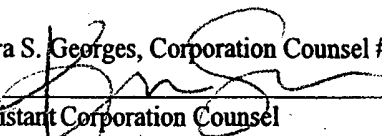
*Proceedings on Request for Relief*

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

Defendant's Attorney for Defendant  
**JUDGE DANIEL J. LYNCH**

DEC 3 2008

**Circuit Court - 1769**

HEARING DATE: 12-03-08

**SO ORDERED:**

*Handwritten initials*

Judge Daniel Lynch

Courtroom 1103

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

08M1 403324

CITY OF CHICAGO, a municipal corporation,  
Plaintiff  
v.

FIVE PAC COMPANY  
MERRILL LYNCH COMMERCIAL FINANCE CORP.,  
ASSIGNEE OF WELLS FARGO FOOTHILL IN  
WELLS FARGO FOOTHILL IN  
R.W COLLINS CO  
Unknown owners and non-record claimants  
Defendants

) Case No.  
) Amount claimed per day \$4,500.00  
) Address:  
) 4100 - 4100 W FULLERTON AVE CHICAGO IL  
60639-  
)  
)  
)  
)

### 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 there is a parcel of real estate legally described as follows:

Parcel No. 13-27-415-021

LOT 4 IN JAMES W. HEDENBERG'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY, MARCH 27, 1922 AS DOCUMENT NO. 4936162, EXCEPT THAT PART OF SAID LOT 4 IN SAID JAMES W. HEDENBERG'S SUBDIVISION, BOUNDED AND DESCRIBED AS FOLLOWS: ALL THAT CERTAIN TRIANGULAR PIECE OF LAND SITUATED IN SAID LOT 4 OF SAID JAMES W. HEDENBERG'S SUBDIVISION BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF SAID JAMES W. HEDENBERG'S SUBDIVISION; THENCE SOUTHEASTERLY ON AND ALONG THE NORTHERLY LINE OF SAID LOT, 62 FEET TO A POINT; THENCE SOUTHWESTERLY ON AND ALONG A CURVED LINE, CONVEX TO THE NORTH, WITH A RADIUS OF 372.4 FEET, 62 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF LOT 4, WHICH IS 12.15 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 4, MEASURED ON AND ALONG SAID WESTERLY LINE OF LOT 4; THENCE NORTHERLY 12.15 FEET TO THE PLACE OF BEGINNING; AND ALSO EXCEPTING ALL THAT CERTAIN PART OF LOT 4 OF SAID JAMES W HEDENBERG'S SUBDIVISION, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY SIDE LINE OF LOT 2 WITH THE EASTERLY SIDE LINE OF LOT 4 OF SAID JAMES W. HEDENBERG'S SUBDIVISION; THENCE

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SOUTHEASTERLY ON AND ALONG SAID EASTERLY SIDE LINE OF LOT 4, 23.6 FEET, MORE OR LESS, TO A POINT DISTANT 8.5 FEET NORTHEASTERLY FROM MEASURED AT RIGHT ANGLES TO CENTER LINE OF A CERTAIN SIDE TRACK SERVING LYON AND HEALY, SAID CENTER LINE OF SAID TRACK BEING A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 359.27 FEET, SAID SIDE TRACK BEING SUPPORTED ON A CONCRETE TRESTLE; THENCE NORTHWESTERLY ON AND ALONG A LINE PARALLEL TO AND DISTANT 8.5 FEET NORTHEASTERLY FROM, MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID SIDE TRACT, 23 FEET TO A POINT; THENCE NORTHWESTERLY 50.10 FEET, MORE OF LESS, TO A POINT IN THE SOUTHERLY LINE OF LOT 2 AFORESAID, WHICH IS 50.1 FEET NORTHWEST OF THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON AND ALONG SAID SOUTHERLY LINE OF LOT 2, 50.1 FEET TO THE POINT OF BEGINNING.

PARCEL NO.2: ALL THAT PART OF LOT 2 OF JAMES W. HEDENBERG'S SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN BOOK 117 OF PLATS, PAGE 30, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY SIDE LINE OF LOT 2, DISTANT 62 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE SAID SOUTHERLY LINE OF LOT 2 AND THE WESTERLY LINE OF LOT 4, MEASURED ON AND ALONG SAID SOUTHERLY SIDE LINE OF LOT 2; THENCE SOUTHEASTERLY ON AND ALONG THE SOUTHERLY SIDE LINE OF LOT 2, SAID SOUTHERLY SIDE LINE OF LOT 2 BEING A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 556.46 FEET, 329 FEET TO A POINT IN SAID SOUTHERLY SIDE LINE OF LOT 2; THENCE NORTHWESTERLY ON A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 376.76 FEET, 166.9 FEET TO A POINT WHICH IS 12.5 FEET NORTHEASTERLY FROM MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY SIDE LINE OF LOT 2; THENCE NORTHWESTLY ON A CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 376.76 FEET 166.9, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as

4100 - 4100 W FULLERTON AVE CHICAGO IL 60659

and that located thereon is a

4 Story(s) Building

0 Dwelling Units

1 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.

FIVE PAC COMPANY , OWNER

MERRILL LYNCH COMMERCIAL FINANCE CORP., ASSIGNEE OF WELLS FARGO FOOTHILL IN , MORTGAGE HOLDER

WELLS FARGO FOOTHILL IN , MORTGAGE HOLDER

R.W COLLINS CO. , LIEN HOLDER

Unknown owners and non-record claimants

3. That on 06/25/2008 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 CN104015

Replace broken, missing or defective window panes. (13-196-550 A)

all elevations broken boarded panes