



Doc#: 0913241050 Fee: \$40.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 05/12/2009 11:26 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. Encore Credit Coop  
et al.,  
Defendant(s).

No: 06 MI 401451

Re: 30

Courtroom 11, Richard J. 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,

THIS COURT FINDS:

1. Defendant(s), US Bank, and the City of Chicago ("City") have reached agreement as to the resolution of this case, stipulate to the following facts and agree to entry of the order(s) set forth below.
2. The premises contain, and at all times relevant to this case contained, the violations of the Chicago Municipal Code set forth in City'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.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. The judgment entered on \_\_\_/\_\_\_/\_\_\_ in the amount of \$ \_\_\_ .00 plus \$ \_\_\_ .00 court costs for a total of \$ \_\_\_ .00 against Defendant(s) \_\_\_\_\_ shall stand as final judgment as to Count I. Leave to enforce said judgment is stayed until \_\_\_/\_\_\_/\_\_\_\_\_. Execution shall issue on the judgment thereafter. Count I is dismissed as to all other Defendants.
2. City agrees to accept \$ \_\_\_ .00 (including court costs which shall be remitted to the Clerk) in full settlement of the judgment if payment is made to the City of Chicago on or before \_\_\_/\_\_\_/\_\_\_\_\_. If payment is mailed it must be postmarked on or before the above date and sent ATTN: Kimberly Miller, 30 N. LaSalle St., Suite 700, Chicago, IL 60602.
3. Defendant(s) US Bank and his/her/its/their heirs, legatees, successors, or assigns shall:
  - not rent, use, lease, or occupy the subject premises and shall keep the same vacant 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 4/29/2010.
  - keep the subject property in compliance with the vacant building requirements in the Municipal Code (sections 13-12-125 through 13-12-150), including the requirements that the property be insured and registered with the City (information and forms at [www.cityofchicago.org/buildings](http://www.cityofchicago.org/buildings)) and keep the exterior of the premises clean and free of debris and weeds.
  - notify the City and the Court of any sale, transfer, or change of ownership by way of motion duly filed with the Court, with notice given to the City, within 30 days of such sale or transfer.
  - \_\_\_\_\_

#46

Pink Copy for Defendant(s) (photocopy if required)

Yellow Copy for City of Chicago Department of Law

White Original for Court Records

# UNOFFICIAL COPY

- 4. Defendant(s) shall schedule, permit, and be present for an exterior and interior inspection of the subject premises with the Department of Buildings to allow City to verify compliance with the terms of this Agreed Order.  
Defendant shall call Inspector \_\_\_\_\_ at (312) 743-\_\_\_\_\_ to schedule an inspection by \_\_\_ / \_\_\_ / \_\_\_\_\_.
- 5. The premises will not be in full compliance unless Defendant(s) or owner(s) has/have obtained all necessary permits for work done at the premises. The provisions of this agreement shall be binding on the parties, partners and managing partners, and all successors, heirs, legatees, and assigns of the Defendant(s). DEFENDANT(S) IS/ARE FULLY RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS UNDER THIS AGREED ORDER, REGARDLESS OF OWNERSHIP OF PREMISES.

### Penalties

- 6. Should Defendant(s) fail to comply with any provision of this Agreed Order, City may petition the Court to enforce this Agreed Order. Defendant(s) 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 remedies upon petition by City, including the appointment of a receiver to make repairs and/or reinstatement of the case.
  - (a) Default Fines
    - Defendant(s) shall follow the compliance schedule set forth above and shall be subject to fines of \$500.00 per day for each violation of the Municipal Code that exists past the due date. Such fines shall be calculated from the first day Defendant(s) violate(s) the compliance schedule, and shall continue to run until Defendant(s) bring the violations into compliance
    - Further, if the premises are found to not be secured after entry of this Agreed Order, Defendant(s) shall be subject to a lump-sum default fine in the amount of \$5,000.00.
  - (b) Contempt of Court.
    - (i) Civil Contempt. If upon petition by City, the Court finds that Defendant(s) has/have failed to comply with this Agreed Order, Defendant(s) shall be subject to fines and/or incarceration for indirect civil contempt until Defendant(s) purge(s) the contempt by complying with the Agreed Order.
    - (ii) Criminal Contempt. If upon petition by City for indirect criminal contempt, Defendant(s) is/are found beyond a reasonable doubt to have willfully refused to comply with the Court's order, Defendant(s) will be subject to a fine and/or incarceration. Such fine or period of incarceration shall not be affected by subsequent compliance with the Agreed Order.

### Proceedings on Request for Relief

- 7. If City files a motion or petition pursuant to paragraph 6, Defendant(s) waive(s) the right to a trial or hearing as to all issues of law and fact, except whether or not Defendant(s) has/have violated the provisions of this Agreed Order, whether or not said violation(s) constitute(s) civil or criminal contempt, and whether or not the requested relief is appropriate and/or feasible.
- 8. The court reserves jurisdiction of this matter for the purposes of modification, enforcement, or termination of this Agreed Order, 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 City's Complaint.
- 9. This matter is hereby dismissed by agreement of the parties, without prejudice, subject to the agreement detailed above. This order is final and enforceable, the court finding no just cause or reason to delay its enforcement. All parties to this agreement waive their right to appeal this Agreed Order.

HEARING DATE: 4, 29, 09

THE PARTIES HAVE READ AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS.

By: \_\_\_\_\_  
 Assistant Corporation Counsel  
 Mara S. Georges, Corporation Counsel #90909  
 30 N. LaSalle, Room 700  
 Chicago, IL 60602 (312) 744-8791

Defendant: \_\_\_\_\_  
 By Counsel: William Platt for US Bank  
 Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Judge James M McGing  
 APR 29 2009  
 Circuit Court-1926

Judge \_\_\_\_\_ Courtroom 11 \_\_\_\_\_

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

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City of Chicago, a municipal corporation, )  
Plaintiff )  
V. )  
ENCORE CREDIT CORP. )  
ERNST ANDRE CADET )  
GEORGE ACHILLE )  
NOMINEE FOR ENCORE CREDIT CORP )  
MORTGAGE ELECTRONIC REGISTRATION )  
SYSTEMS, INC., AS )  
SMITH-ROTHCHILD FINANCIAL COMPANY )  
Unknown owners and non-record claimants )  
Defendants )

06M1 401451

Case No. \_\_\_\_\_  
Amount claimed per day 12,500.00  
Address:  
3023 - 3023 E 79TH ST CHICAGO IL 60649-

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:

21-31-204-010

LOT 15 IN BLOCK I IN J.R CROCKERS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER (1/4) (EXCEPT SOUTH 390 FEET OF THE WEST 25 FEET) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as

3023 - 3023 E 79TH ST CHICAGO IL 60649-

and that located thereon is a

- 2 Story(s) Building
- 2 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.

ENCORE CREDIT CORP. , MORTGAGE HOLDER

ERNST ANDRE CADET , OWNER

GEORGE ACHILLE , LAST TAXPAYER OF RECORD

NOMINEE FOR ENCORE CREDIT CORP MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS , MORTGAGE HOLDER

SMITH-ROTHCHILD FINANCIAL COMPANY , MORTGAGE HOLDER

Unknown owners and non-record claimants

3. That on 06/23/2006 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:

1 CN061014

Failure to repair exterior wall. (13-196-010, 13-196-530 B)

exterior wall siding loose missing