Doc#: 0913941016 Fee: \$40.00 Eugene "Gene" Moore

Cook County Recorder of Deeds Date: 05/19/2009 10:50 AM Pg: 1 of 3

This space reserved for the Recorder of Deeds

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

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No: 06 M1 401795

Courtroom 11 05 Richard J. Daley Center

AGREED OI DER 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	:
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- 1. Defendant(s), and the City of Chicago ("City") have reached agreement as 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 coot st these facts, but knowingly and voluntarily stipulate to said facts and waives the right to trial, including the right to a jury trial it 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 \$ 500. 00 (including court costs which shall be remitted to the Clerk) in full sertlement of the
	judgment if payment is made to the City of Chicago on or before / If payment is mailed it mus

- 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) The sent ATTN: Kimberly Miller, 30 N. LaSalle St., Suite 700, Chicago, IL 60602.

 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 5 / 6 / 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) 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.

FORM GNRL.9001 rev. 12/2008

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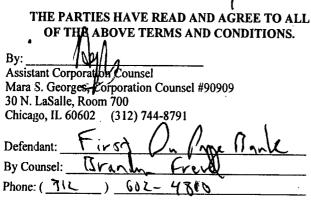
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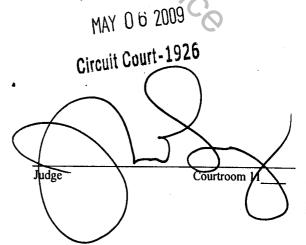
Yellow Copy for City, of Chicago Department of Law

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

White Original for Court Records

Aris .	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				
	Dr en lant(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 Defend ant(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 defaul. fire in the amount of \$5,000.00.				
	(b) Contempt of Court.				
	(i) <u>Civil Contempt.</u> If upon petitical 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 Pequest 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				
۲.	law and fact, except whether or not Defendant(s) has/have violated the rice isions of this Agreed Order, whether or not said				
	rialstica(a) and that (a) it is it is a time to the pt, and whether or not the puested renor is appropriate unity or reasible.				
8.	The court reserves jurisdiction of this matter for the purposes of modification, futor rement, or termination of this Agreed Order, including the adjudication of proceedings for contempt or default fines, which could esult 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.				
	Judge James Mivic Ging				
HEA	ring date: 5 / 6 / 09 MAY 0 6 2009				





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IN THE CIRCUIT COURT OF COOK COUNTY, ILLEGER 1 401795
MUNICIPAL DEPARTMENT-FIRST DISTRIC

City of Chicago, a municipal corporation, Plaintiff) Case No.
v .) Amount Claimed per day \$10,000.00
6015-31 S INDIANA PARTNERS LLC FIRST DUPAGE BANK)) RE: 6013-31 S INDIANA AVE) CHICAGO, IL 60637
UNKNOWN OWNER 3 AND NON-RECORD CLAIMANTS, DEFENDANTS) } }

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, commains 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# 20-15-309-002

LOTS 1, 2, 3 4, 5, 6 AND 7 IN THE SUBDIVISION OF THE WEST 1/3 OF LOT 3 IN WILSON, HEALD AND STEBBING SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (F.KCEPTING FROM SAID PREMISES THAT PART THEREOF TAKEN FOR INDIANA AVENUE), IN COOK COUNTY, ILLINOIS. Conts Office

Commonly known as 6013-31 S INDIANA AVE CHICAGO, IL 60637

and that located thereon is a

- 3 Story(s) Building
- **Dwelling Units** 46
- 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.

6015-31 S INDIANA PARTNRES, LLC, OWNER FIRST DUPAGE BANK, MORTGAGE HOLDER Unknown owners and non-record claimants

- 3. That on 05/02/06 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:
- CN073044 Failure to repair or replace defective or missing door hardware. (13-196-550)