

duplicate original



Doc#: 0921041055 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 07/29/2009 10:47 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

THE CITY OF CHICAGO, a municipal corporation,
Plaintiff,
v. Roy McElroy,
et al.,
Defendant(s).

No: 08 MI 401243
Re: 5919 S. Campbell
Courtroom 11 05, 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), Cuhmortgage, Inc. 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 \$ _____ plus \$ _____ court costs for a total of \$ _____ 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.~~

1 City agrees to accept \$ 560.00 (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 09 / 01 / 09. 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.

- 2 Defendant(s) Cuhmortgage, Inc. and his/her/its/their heirs, legatees, successors, and 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 07 / 14 / 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.

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

Yellow Copy for City of Chicago Department of Law

White Original for Court Records

UNOFFICIAL COPY

- 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 ____ / ____ / ____.
- 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.
- No one other than Defendant(s) named above may sell, assign, or transfer the property until further order of court.

Penalties

- 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.
 - 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.
 - Contempt of Court.
 - 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.
 - 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

- 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.
- 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.
- 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.
- The Petition for Rule entered 6-23-07 is withdrawn.*

HEARING DATE: 7, 14, 09

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

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

Defendant: [Signature]
 By Counsel: [Signature]
 Phone: (312) 346-9088

Judge James M McGing
 JUL 14 2009
 Circuit Court 1926
 Judge [Signature] Courtroom 11 DS

Pink Copy for Defendant(s) (photocopy if required)
Yellow Copy for City of Chicago Department of Law
White Original for Court Records

UNOFFICIAL COPY

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

CITY OF CHICAGO, a municipal corporation,
 Plaintiff
 V.
 ROY MCELROY
 ARGENT MORTGAGE COMPANY LLC
 ROY MC ELROY
 Unknown owners and non-record claimants
 Defendants

08M1 401243
) Case No. _____
) Amount claimed per day 4,000.00
) Address:
) 5919 - 5919 S CAMPBELL AVE CHICAGO IL
) 60629-
)

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:

19-13-406-012

LOT 12 IN BLOCK 10 IN COBE AND MCKINNON'S 59TH STREET AND WESTERN AVENUE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as

5919 - 5919 S CAMPBELL AVE CHICAGO IL 60629-

and that located thereon is a

2 Story(s) Building

0 Dwelling Units

0 Non-Residential Units