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Doc#: 0929345149 Fee: \$54.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/20/2009 03:25 PM Pg: 1 of 10

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COOK COUNTY, ILLINOIS

RECORDING COVER SHEET

FOR

ORDER VESTING TITLE

AGREED JUDGMENT ORDER

ADDRESS: 4 South Milwaukee Avenue, Wheeling, Illinois
PINS: 03-02-415-018 / 028/ 033

After recording return to:
RECORDER'S BOX 324

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

Village of Wheeling, a municipal corporation,)

Plaintiff,)

v.)

A.M. Realty Milwaukee, L.L.C., Brickyard Bank,)

Wheeling Trust And Savings Bank, Cole Taylor)

Bank, Robert T. Ryan, Grace Ryan, Morris)

Kaiserman, Gertrude Kaiserman, Leonard Hey,)

Joan Hey, Notage and Ward, Wheeling Shopping)

Center, Inc., AKA Cabinets 4U, Transamerica)

Camera Service Corporation, TJN Enterprises,)

M & W Employment Services, Inc.)

And Unknown Owners, Generally)

Defendants.)

FILED

DEC 17 2002

DOROTHY BROWN
CLERK OF CIRCUIT COURT

99 L 50102

Judge Alexander P. White

Calendar 1

ACREED JUDGMENT ORDER

THIS CAUSE coming to be heard upon the Condemnation Complaint of the Plaintiff, Village of Wheeling, a municipal corporation, for the ascertainment of just compensation to be paid by the Plaintiff for the taking of the fee simple title to certain real estate owned by Defendant, A.M. Realty Milwaukee, L.L.C., ("Owner") and more fully described in the Complaint and in Exhibit "A" hereto ("Subject Property");

And the Plaintiff appearing by William E. Ryan of the law firm of Ryan and Ryan, and Defendant A.M. Realty Milwaukee, L.L.C., being represented by its attorney Carl A. Gigante of the law firm of Figliulo & Silverman, P.C.;

And Unknown Owners having been served by publication as provided by statute, and having been defaulted on December 12, 2002;

And it appearing to the Court that all other parties defendant herein have been served with process as provided by statute and have duly entered their appearances, or have filed a consent to the jurisdiction of the Court and a Disclaimer of Interest herein;

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And the Court having jurisdiction over all the other parties to this suit and the subject matter thereof, and all parties interested being before the Court and having waived a jury, and the Court having further considered the stipulations between Plaintiff and the Owner of the Subject Property; and

The Court finds that the Plaintiff, by this action is acquiring fee simple title to the Subject Property, subject to the following easements (which the Plaintiff is not acquiring);

1. Easement for parking and right of way created by agreement made by Wheeling Shopping Center, Inc., a corporation of Illinois and other dated December 2, 1956 and recorded March 1, 1957 as Document 16838634 and amended by Instrument recorded November 1, 1957 as document 17054011, over, across and upon the westerly 60 feet of the land and other property and the covenants and agreements therein contained.
2. Easement for parking and right of way, created by agreement made by Wheeling Shopping Center, Inc., a corporation of Illinois, its successors and assigns dated December 2, 1956 and recorded March 1, 1957 as Document 16838634, over, across and upon the northerly 11 feet of Lot 5 and the covenants and agreements therein contained; and

The Court further finds, pursuant to the agreement of the parties, that the amount to be paid to the Owner of the Subject Property as full compensation for the acquisition of fee simple title thereto is Nine Hundred Eight-Five Thousand Dollars (\$985,000.00) and

The payment of said amount to be paid to the Owner or Owners of the Subject Property will fully compensate said owner or owners for the taking by the Plaintiff of the fee simple interest in the aforesaid Subject Property;

And the Court being fully advised in the premises doth Consider, Order and Adjudge that the sums of money herein awarded by the Court to the Owner or Owners of the Subject Property described herein and in the Complaint to Condemn filed herein is just compensation to the Owner or Owners thereof for the taking of the fee simple interest in said Subject Property;

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It Is Further Ordered and Adjudged by the Court that the Village of Wheeling, Plaintiff herein, will deposit the award of just compensation in the amount of Nine Hundred Eighty-Five Thousand Dollars (\$985,000.00) with the Cook County Treasurer within seven (7) days of the entry of this judgment order; and

It Is Further Ordered and Adjudged that upon said deposit with the Cook County Treasurer, the Village of Wheeling shall be vested with fee simple title to the Subject Property;

It is Further Ordered and Adjudged that upon said deposit, the Owner, subject to approval of the States Attorney, shall be entitled to withdraw a portion thereof sufficient to pay off the mortgage currently existing on the Subject Property and to pay a portion of the Owner's attorney's fees and costs not to exceed \$35,000.00;

It Is Further Ordered and Adjudged that the remaining balance of the award of just compensation, in any event, not less than \$170,000.00 ("Holdback Funds") shall be deposited into an interest bearing account at Citizen's Bank subject to a signature by plaintiff and defendant and will remain there until Defendant has tendered possession of the property to the Plaintiff free and clear of any tenants or lessees and any other encumbrances other than those easements of record set forth above and those in favor of Commonwealth Edison and Illinois Bell Telephone Company now known as Ameritech as documents Document 17071760 and Document 97124734 and also referenced as Special Exception letters F and N on the title commitment incorporated herein. (See Exhibit B – Title Commitment) Any interest earned on the Holdback Funds shall be paid to Owner unless necessary to pay certain amounts described herein;

It Is Further Ordered and Adjudged that the Owner shall tender such possession to the Plaintiff on or before April 1, 2003;

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It Is Further Ordered and Adjudged that upon Owner's surrender of possession to Plaintiff on or before April 1, 2003 as contemplated herein, Owner shall be entitled immediately to the Holdback Funds plus all accrued interest remaining in the account at Citizen's Bank. Plaintiff and Owner shall timely execute whatever documents may be necessary to cause the Holdback Funds to be released to Owner and the account to be closed;

It Is Further Ordered and Adjudged that Owner shall be obligated to pay a holdover penalty of Five Hundred Dollars (\$500.00) per day for every day after April 1, 2003 until possession of the Subject Property is so tendered, with such holdover penalty to be paid out of the Holdback Funds. It shall be the sole obligation of the Owner to ensure that all tenants, lessees and/or other occupants have vacated the Subject Property and removed all personal property. Owner shall take all steps, including legal action, if necessary to that end. The Plaintiff shall cooperate with Owner but shall have no financial obligation therefore;

It Is Further Ordered and Adjudged that Owner shall be entitled to remain in possession of the Subject Property ("Possession Period") rent free through April 1, 2003, and to collect rents from the tenants therein for said period;

It Is Further Ordered and Adjudged that during the Possession Period, Owner shall remain responsible for any and all expenses of any nature associated with the Subject Property. The Plaintiff shall have no obligation or responsibility of any nature associated with the Subject Property, including but not limited to utilities, taxes, maintenance or repair, during the Possession Period. Further, the Owner shall indemnify and hold the Village harmless from any and all damages or claims sustained by any party arising out of the use of the Subject Property during the Possession Period;

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It Is Further Ordered and Adjudged that Owner shall maintain both liability and casualty insurance on the Subject Property and will name Plaintiff as an additional insured on all such policies and provide copies thereof to Plaintiff. If the Subject Property is damaged or destroyed as the result of casualty loss, the Plaintiff shall be entitled to all of the insurance proceeds received as a result of such loss, but shall not be obligated to replace, repair or restore the Subject Property;

It Is Further Ordered and Adjudged that this Court shall retain jurisdiction of the above entitled cause to enforce all of the provisions of this Agreed Judgment Order and for the purposes of awarding any writ or writs of assistance with regard to the Subject Property; that this Order may be executed in several counterparts each which shall be deemed an original but all of which shall constitute one and the same instrument and that faxed signature pages will suffice;

It Is Further Ordered and Adjudged that the parties waive their right of appeal in this cause as to the just compensation to be paid and as to the interests acquired and the Owner or Owners waive their rights to costs and interest on the award, except for interest that accrues on the Holdback Funds;

THE COURT FINDS that there is no just reason for delaying the enforcement of this Agreed

JUDGE ALEXANDER P. WHITE

Judgment Order.

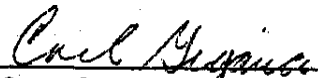
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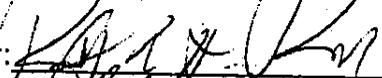
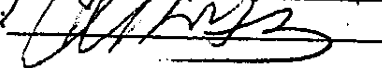
CIRCUIT COURT -- 241

Dated: _____

Entered:  _____
Judge

Agreed as to Form and Content

A.M. Realty Milwaukee, LLC
By:  _____
One of Its Attorneys

Village of Wheeling
By:  _____
Its:  _____

Brickyard Bank
By: _____
Patrick Racelis
Its: Commercial Loan Officer

Wheeling Shopping Center
By: _____
Jeff Deer
One of Its Attorneys

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It Is Further Ordered and Adjudged that Owner shall maintain both liability and casualty insurance on the Subject Property and will name Plaintiff as an additional insured on all such policies and provide copies thereof to Plaintiff. If the Subject Property is damaged or destroyed as the result of casualty loss, the Plaintiff shall be entitled to all of the insurance proceeds received as a result of such loss, but shall not be obligated to replace, repair or restore the Subject Property;

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THE COURT FINDS that there is no just reason for delaying the enforcement of this Agreed Judgment Order.

Dated: _____

Entered: _____
Judge

Agreed as to Form and Content

A.M. Realty Milwaukee, LLC

Village of Wheeling

By: Carl Meyers
One of Its Attorneys

By: _____
Its: _____

Brickyard Bank

Wheeling Shopping Center

By: Patrick Racelis
Patrick Racelis
Its: Commercial Loan Officer

By: _____
Jeff Deer
One of Its Attorneys

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It Is Further Ordered and Adjudged that Owner shall maintain both liability and casualty insurance on the Subject Property and will name Plaintiff as an additional insured on all such policies and provide copies thereof to Plaintiff. If the Subject Property is damaged or destroyed as the result of casualty loss, the Plaintiff shall be entitled to all of the insurance proceeds received as a result of such loss, but shall not be obligated to replace, repair or restore the Subject Property;

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THE COURT FINDS that there is no just reason for delaying the enforcement of this Agreed Judgment Order.

Dated: _____

Entered: _____
Judge

Agreed as to Form and Content

A.M. Realty Milwaukee, LLC

Village of Wheeling

By: Carl Higgins
One of Its Attorneys

By: _____
Its: _____

Brickyard Bank

Wheeling Shopping Center

By: _____
Patrick Racelis
Its: Commercial Loan Officer

By: Jeff Deer
Jeff Deer
One of Its Attorneys

UNOFFICIAL COPY**PARCEL 1:**

LOT 1 IN OWNER'S RESUBDIVISION OF PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF MILWAUKEE AVENUE AND SOUTH OF DUNDEE ROAD, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 388 OF PLATS, PAGE 32, IN COOK COUNTY, ILLINOIS. (EXCEPT THAT PART TAKEN FOR STREETS.)

EXCEPT THAT PART TAKEN BY ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE NUMBER 94L50258 AS PARCEL NO. 09S0104 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID, THENCE ON AN ASSUMED BEARING OF SOUTH 88 DEGREES 10 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF LOT 1, BEING ALSO THE SOUTH LINE OF DUNDEE ROAD 32.75 FEET; THENCE SOUTH 65 DEGREES 00 MINUTES 55 SECONDS EAST 24.02 FEET; THENCE SOUTH 39 DEGREES 10 MINUTES 37 SECONDS EAST 22.58 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 56 SECONDS EAST, 43.64 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE NORTH 65 DEGREES 50 MINUTES 44 SECONDS EAST, 7.51 FEET TO THE EASTERLY LINE OF LOT 1 AFORESAID; THENCE NORTH 21 DEGREES 38 MINUTES 56 SECONDS WEST ALONG SAID EAST LINE, BEING ALSO THE

EXHIBIT

A

TABBOES

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WESTERLY LINE OF MILWAUKEE AVENUE, 71.15 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 5 AND THE NORTHWESTERLY 10 FEET OF LOT 6 IN MC DUFFEY'S SUBDIVISION OF PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPT THAT PART TAKEN BY ILLINOIS DEPARTMENT OF TRANSPORTATION IN CASE NUMBER 94L50257 AS PARCEL NO. 09S0160 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 5 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 63 DEGREES 51 MINUTES 58 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 38.37 FEET; THENCE SOUTH 23 DEGREES 47 MINUTES 23 SECONDS EAST, 64.86 FEET TO THE SOUTHERLY LINE OF THE NORTHWESTERLY 10.00 FEET OF LOT 6 AFORESAID; THENCE NORTH 52 DEGREES 04 MINUTES 47 SECONDS EAST ALONG SAID SOUTHERLY LINE, 37.68 FEET TO THE EASTERLY LINE OF SAID LOT 6; THENCE NORTH 37 DEGREES 55 MINUTES 13 SECONDS WEST ALONG SAID EASTERLY LINE, 10.00 FEET TO THE SOUTHERLY CORNER OF LOT 5 AFORESAID; THENCE NORTH 13 DEGREES 41 MINUTES 54 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 5, 47.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(EXCEPT THAT PART TAKEN FOR STREETS)