



Doc#: 1015418042 Fee: \$68.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 06/03/2010 12:51 PM Pg: 1 of 17

Space for Recorder's Office

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

CITY OF CHICAGO, a municipal corporation,  
Plaintiff,

v. Cynthia Wilks  
Defendant(s).

CASE NO.: 09 MI 403180  
ADDRESS: 7925 S. Marshfield

Courtroom 1105, Richard J. Daley Center

ORDER OF PERMANENT INJUNCTION  
AND OF JUDGMENT AND ENFORCEMENT

This matter coming on to be heard on the regular trial call and on motion of plaintiff, CITY OF CHICAGO, and this Court having jurisdiction over the parties and subject matter, and being fully advised in the premises;

IT IS HEREBY ORDERED THAT:

1. The judgment(s) hereby entered on the date(s) of 5/4/2010 in the total amount(s) of \$ 3,000.00 plus \$60.00 in court costs against defendant(s) Cynthia Wilks shall stand as final judgment(s) and that leave for enforcement on said judgment(s) is granted Plaintiff, CITY OF CHICAGO, instantler. Execution is to issue instantler.  
Count I is dismissed as to all other defendants not named above.

2. Defendant(s) Cynthia Wilks his/her/their agents, heirs, successors or assigns are permanently enjoined and restrained from renting, leasing, using, or occupying the entire subject premises until full compliance with the City of Chicago Codes as stated in this cause and further order of court.

~~3. Defendant shall arrange an interior inspection of the building within 7 days after compliance date stated in this order. Defendant shall call the inspector at 744- or send written request to the Department of Buildings.~~

4. This matter is off the court's call. The court reserves jurisdiction of this matter for the purposes of modification, enforcement or termination of this permanent injunction, including the adjudication of contempt proceedings if the permanent injunction is violated which could result in the imposition of a fine and/or incarceration.

5. This order is final, enforceable, and appealable, the court finding no just cause or reason to delay its enforcement or appeal.

Judge LaGua Clay-Clark

HEARING DATE: 5/4/2010 2010

Atty ID #90909 Mara S. Georges, CORPORATION COUNSEL  
By: \_\_\_\_\_  
Assistant Corporation Counsel  
30 N. LaSalle Street, Room 700  
Chicago, Illinois 60602 312/744-8791

MAY 04 2010

Circuit Court - 1943

Judge Clay-Clark 1105

121

# UNOFFICIAL COPY

**HEAT  
IN THE CIRCUIT COURT OF COOK COUNTY  
MUNICIPAL DEPARTMENT – FIRST DISTRICT**

CITY OF CHICAGO,  
a municipal corporation

Plaintiff

**09M1 403180**

v.

CYNTHIA WILKS  
GWP INC  
LOUIS PAUL DBA MID CITY LUMBER AND SUPPLY  
CO INC  
MAURICE LAMBERT  
KEIR KIMMONS  
EVERETT FINANCIAL, INC. DBA SUPREME  
LENDING  
M SQUARE CONSULTING, INC.  
Unknown owners and non-record claimants,

Defendants

Case No.

Amount claimed: \$3,000.00 per day

Address: **7925 S MARSHFIELD  
CHICAGO IL 60620**

Courtroom 1105  
Richard J. Daley Center

**COMPLAINT FOR EQUITABLE AND OTHER RELIEF**

Plaintiff, City of Chicago ("City"), a municipal corporation, by Mara S. Georges, Corporation Counsel, by the undersigned Assistant(s) Corporation Counsel, complains of Defendants as follows:

**COUNCIL**

1. Within the corporate limits of said city there is a parcel of real estate legally described as follows:

20-13-207-009

LOT 12 IN THE RESUBDIVISION OF LOTS 25 TO 42 INCLUSIVE IN BLOCK 1 IN AUBURN HEIGHTS, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as  
7925 S MARSHFIELD, CHICAGO, IL 60620

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.

CYNTHIA WILKS is the owner of record and holder of the last recorded deed on title.

GWP INC entered into a contract for sale with Cynthia Wilks for the subject property, with a settlement date of October 23, 2008, as indicated in the HUD-1 attached as City's Exhibit A.

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LOUIS PAUL DBA MID CITY LUMBER AND SUPPLY CO INC recorded a lien against this property in 1999, which has not yet been released according to the Cook County Recorder of Deeds website.

M SQUARE CONSULTING, INC. is the last party to have established a utility account with People's Gas for the subject property. The account was established on April 10, 2009 and closed for nonpayment on September 24, 2009, with no payment having ever been made on the account.

MAURICE LAMBERT is the president of M Square Consulting, Inc. Lambert personally filed an appearance listing himself as the property manager of this property in case number 09M1400716, City v. Cynthia Wilks - a heat case filed in March of 2009. The Court entered a judgment against Lambert in that matter, in the amount of \$3,060.00 on April 30, 2009. See City's Exhibit B and C.

KEIR KIMMONS is the rightful owner of the subject property according to the representation of Maurice Lambert in relation to case number 09M1400716. See documents provided to the City during the course of that case, attached as City's Exhibit D. No deed has been recorded transferring interest from Cynthia Wilks to Keir Kimmons or any other entity.

EVERETT FINANCIAL, INC. DBA SUPREME LENDING is a potential mortgagee.

3. That on 11/02/2009 and on each succeeding day thereafter and on numerous other occasions, the defendant(s) failed to comply with the Municipal Code of the City of Chicago as follows:

1 CN 104075

Failure to maintain windows and doors in sound condition and repair and substantially tight so as to completely exclude rain and substantially exclude wind from entering the premises. (13-196-550(f)).

DRAFTY WINDOWS, 2<sup>ND</sup> FLOOR

2 CN 132016

Failure to adequately heat dwelling unit adequately from September 15<sup>th</sup> to June 1<sup>st</sup> at a minimum temperature of 68 degrees at 8:30 a.m. and thereafter until 10:30 p.m. and 66 degrees at 10:30 p.m. and thereafter until 8:30 a.m. averaged throughout the family unit or rooming unit. (Municipal Code of Chicago, § 13-196-410)

66 DEGREES 2ND FLOOR

3 CN 132046

Failure to provide and maintain every facility, piece of equipment or utility in safe and sound working condition. (13-196-400, 13-196-410)

HEATING SYSTEM IS NOT WORKING; GAS IS SHUT OFF.

4 CN 197019

Install and maintain approved smoke detectors. (13-196-100 thru 13-196-160) Install a smoke detector in every dwelling unit. Install one on any living level with a habitable room or unenclosed heating plant, on the uppermost ceiling of enclosed porch stair, and within 15 feet of all sleeping rooms. Be sure detectors are installed at least 4 inches from the wall, 4-12 inches from the ceiling and not above doors or windows.

MISSING SMOKE DETECTORS, FRONT STAIRS AND 2<sup>ND</sup> FLOOR

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5 CN197087

Install carbon monoxide detector within 40 feet of every sleeping room in residential structure. (13-64-190, 13-64-210) A carbon monoxide detector is needed whenever there is a heating appliance on the premises that burns fossil fuel such as gas, oil, or coal, or air that is circulated through a heat exchanger. Install according to manufacturer instructions. A hard wired model requires an electrical wiring permit. In a single family residences, be sure the detector is on or below the lowest floor with a place to sleep. In a multiple dwelling residence heated by a boiler, install a detector in the same room as the boiler. Otherwise, each apartment follows single family guidelines. The owner is responsible for installation and written instructions to the tenants, the tenant is responsible for testing, maintenance and batteries

MISSING DETECTOR, 2<sup>ND</sup> FLOOR

6 PL154027

Supply adequate hot water with minimum temperature of 120 degrees F. (13-196-4300)  
HOT WATER IS 65 DEGREES, GAS IS SHUT OFF.

\*\*\* End of Violations \*\*\*

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4. That Richard Monocchio is the Commissioner of the Department of Buildings of City of Chicago, and as such and pursuant to the Building Codes of the City of Chicago, caused inspections(s) to be conducted by inspectors of the Department of Buildings of City of Chicago, who have knowledge of the facts stated in this complaint.
5. That this proceeding is brought pursuant to the provisions of the Municipal Code of Chicago, and Chapter 65, Section 5/11-31-1, 5/11-31-2, and 5/11-13-15 of the Illinois Compiled Statutes, as amended.

Wherefore, plaintiff prays for a fine against the defendants, as provided under 13-20-020 of the Municipal Code of Chicago, in the amount indicated on the heading of the complaint for each day said violations have existed and/or exist, said fine computed in accordance with Section 13-12-040 of the Municipal Code of Chicago.

**COUNT II**

Plaintiff, City of Chicago, a municipal corporation, re-alleges the allegations of paragraphs one through five of Count I and paragraphs one through five of Count II and further alleges:

6. That the levying of a fine is not an adequate remedy to secure the abatement of the afore stated municipal code violations and the public nuisance which they constitute, and that it is necessary that a temporary and permanent injunction issue and, if necessary, that a receiver be appointed, to bring the subject property into compliance with the Municipal Code.
7. That Richard Monocchio, the Commissioner of the Department of Buildings, City of Chicago, has determined said building does not comply with the minimum standards of health and safety set forth in the Building Code.

**WHEREFORE, PLAINTIFF PRAYS:**

- a. For the temporary and permanent injunction requiring the defendants to correct the violations alleged in the complaint and to restrain future violations permanently, pursuant to 65 ILCS 5/11-31-1(a), 5/11-31-2 and 5/11-13-15 and 13-12-070 of the Municipal Code.
- b. For the appointment of a receiver, if necessary, to correct the conditions alleged in the Complaint with the full powers of receivership including the right to issue and sell receivers certificates in accordance with Section 5/11-31-2 of Chapter 65 of the Illinois Compiled Statutes, as amended.
- c. For an order authorizing the plaintiff to demolish, repair, enclose or clean up said premises, if necessary, and a judgment against defendants and a lien on the subject property for these costs in accordance with Section 5/11-31-1(a) of Chapter 65 of the Illinois Compiled Statutes, as amended.
- d. If appropriate and under proper petition, for an order declaring the property abandoned under Section 5/11-31-1(d) of Chapter 65 of the Illinois Compiled Statutes, as amended and for an order granting the City of Chicago a judicial deed to the property if declared abandoned.
- e. If a statutory lien is obtained in this proceeding under Section 5/11-31-1 or 5/11-31-2 of Chapter 65 of the Illinois Compiled Statutes, as amended, for an order permitting foreclosure of said lien in this proceeding.
- f. For reasonable attorney fees and litigation and court costs.

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g. For such other and further relief as may be necessary in the premises and which the court shall deem necessary.

CITY OF CHICAGO, a municipal corporation

By: \_\_\_\_\_

ASSISTANT CORPORATION COUNSEL

## VERIFICATION

The undersigned, being first duly sworn on oath, deposes and says that he/she is the duly authorized agent of the plaintiff for the purpose of making this affidavit; that he/she has read the above and forgoing complaint, and has knowledge of the contents thereof, and that matters set out therein are true in substance and in fact, and as to matters alleged on information and belief that he/she believes them to be true.

Subscribed and sworn to before me this 19th Day of Nov 2011

By: \_\_\_\_\_

\_\_\_\_\_



Deputy Circuit Court Clerk or Notary Public

For further information Contact: Department of Buildings  
Public Information Desk (312) 744-3400

**Mara S. Georges**  
Corporation Counsel  
Attorney for Plaintiff

By: \_\_\_\_\_

Assistant Corporation Counsel  
30 N LaSalle St. 7th floor  
Chicago, Illinois 60602  
Atty. No 90909  
(312) 744-8791

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CITY'S EXHIBIT A

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## A. Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

<b>B. Type of Loan</b>							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmJIA	3. <input type="checkbox"/> Conv Unins	6. File Number	7. Loan Number	8. Mortgage Ins Case Number		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins	6. <input type="checkbox"/> Seller Finance	USW-089013497LT				
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.							
<b>D. Name &amp; Address of Borrower</b> GWP, Inc., as Trustee 7925 South Marshfield Avenue Chicago, IL 60620			<b>E. Name &amp; Address of Seller</b> Cynthia Wilks		<b>F. Name &amp; Address of Lender</b>		
<b>G. Property Location</b>  For informational purposes only, the subject land is commonly known as: 7925 South Marshfield Avenue Chicago, IL 60620				<b>H. Settlement Agent Name</b> U.S. Worldwide Title Services, LLC. 1734 Ogden Avenue Downers Grove, IL 60515 Tax ID: 90-0128401		<b>I. Settlement Date</b> 10/23/2008  <b>Fund:</b> 10/23/2008	
<b>J. Summary of Borrower's Transaction</b>				<b>K. Summary of Seller's Transaction</b>			

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$135,000.00	401. Contract Sales Price	\$135,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$1,368.50	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. 2004 Tax Credit		408. 2004 Tax Credit	
109. School property taxes		409. School property taxes	
110. MUD taxes		410. MUD taxes	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$136,368.50	420. Gross Amount Due to Seller	\$135,000.00
<b>Amount Paid By Or in Behalf of Borrower</b>		<b>Reductions in Amount Due to Seller</b>	
200. Debt on earnings history		500. Reduction in amount due to seller	
201. Principal amount of new loan(s)		501. Reduction in amount due to seller	
202. Existing loan(s) taken subject to		502. Settlement Charges to Seller (line 1400)	\$17,185.03
203. Commitment fee		503. Existing Loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Homecomings Financial, LLC	\$117,174.78
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. 2004 Tax Credit		512. 2004 Tax Credit	
213. School property taxes		513. School property taxes	
214. MUD taxes		514. MUD taxes	
215. Other taxes		515. Other taxes	
216. RE Taxes 2008	\$640.19	516. RE Taxes 2008	\$640.19
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$640.19	520. Total Reduction Amount Due Seller	\$135,000.00
<b>Cash At Settlement From/To Borrower</b>		<b>Cash At Settlement To/From Seller</b>	
301. Gross Amount due from borrower (line 120)	\$136,368.50	601. Cash Amount due to seller (line 420)	\$135,000.00
302. Less amounts paid by/for borrower (line 220)	\$640.19	602. Less reductions in amt. due seller (line 520)	\$135,000.00
303. Cash From Borrower	\$135,728.31	603. Cash Seller	\$0.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.



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File No USW-08001349-LT

L. Settlement Charges			Paid From	Paid From
700. Total Sales/Broker's Commission based on price	\$135,000.00	@4 % = \$5,400.00	Borrower's	Seller's
Division of Commission (line 700) as follows:			Funds at	Funds at
701. \$5,400.00	to	GMC Capital Real Estate	Settlement	Settlement
702.	to		\$0.00	\$5,400.00
703. Commission Paid at Settlement				
<b>800. Items Payable in Connection with Loan</b>				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
<b>900. Items Required by Lender To Be Paid in Advance</b>				
901. Interest from	to	@ \$0/day		
902. Mortgage Insurance Premium for	months	to		
903. Hazard Insurance Premium for	years	to		
<b>1000. Property Taxes and Assessments</b>				
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. City property taxes	months @	per month		
1004. County property taxes	months @	per month		
1005. 2004 Tax Credit	months @	per month		
1006. School property taxes	months @	per month		
1007. MUD taxes	months @	per month		
1008. Other taxes	months @	per month		
1009. MIP	0 months @			
<b>1100. Title Charges</b>				
1101. Settlement or closing fee	to	US WorldWide Title Services, LLC	\$287.50	\$287.50
1102. Abstract or title search	to	US WorldWide Title Services, LLC		\$250.00
1103. Title examination	to	US WorldWide Title Services, LLC		\$250.00
1104. Title insurance binder	to			
1105. Document preparation	to	Harvey Wright		
1106. Attorney's fees	to	Karen Tietz		\$1,850.00
1107. Attorney's fees	to			
(includes above items numbers)				
1108. Title insurance	to	US WorldWide Title Services, LLC		
(includes above items numbers)				
1109. Lender's coverage	\$0.00/\$0.00			
1110. Owner's coverage	\$135,000.00/\$0.00			
1111. Title Report	to	US WorldWide Title Services, LLC		\$1,000.00
<b>1200. Government Recording and Transfer Charges</b>				
1201. Recording Fees	Deed \$48.50; Mortgage: Rel	to Cook County Recorder of Deeds	\$48.50	
1202. City/county tax/stamps	Deed \$67.50; Mortgage	to Cook County Recorder of Deeds		\$67.50
1203. State tax/stamps	Deed \$135.00; Mortgage	to Cook County Recorder of Deeds		\$135.00
1204. Chicago Transfer Taxes Buyer Fee	to	City of Chicago	\$1,012.50	
1205. Chicago Transfer Taxes Seller Fee	to	City of Chicago		\$405.00
1206.	to			
1207.	to			
<b>1300. Additional Settlement Charges</b>				
1301. Survey	to			
1302. Wire transfer fee	to	US WorldWide Title Services, LLC	\$20.00	\$0.00
1303. State of Illinois fee	to	US WorldWide Title Services, LLC		\$3.00
1304. Water Bill Reimbursement	to	Emmanuel Always, Inc.		\$612.00
1305. Tax Service Fee	to	US WorldWide Title Services, LLC		\$75.00
1306. Recording Service Fee	to	US WorldWide Title Services, LLC		\$75.00
1307. Payoff sold 06 tracts II	to	Cook County Clerk		\$3,704.41
1308. Payoff RE Taxes 2007	to	Cook County Collector		\$3,070.62
1309. Payoff	to			
1310. Payoff	to			
1311. Payoff	to			
1312. Payoff	to			
1313. Payoff	to			
1314. Payoff	to			
1315. Payoff	to			
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>			<b>\$1,368.50</b>	<b>\$17,185.03</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement

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File No. USW-0800134-017

GWP, Inc., as Trustee

By \_\_\_\_\_

Cynthia Wilks \_\_\_\_\_

### SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent \_\_\_\_\_

Date \_\_\_\_\_

**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 3

Form HUD-1 (3/86)  
Handbook 4305.2

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CITY'S EXHIBIT B

Property of Cook County Clerk's Office

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

CITY OF CHICAGO, )  
a Municipal Corporation, )  
Plaintiff )

Case No: 09 MI 400716

Address: 7925 S. Marshfield

Return Date: \_\_\_\_\_

Courtroom 1105, Daley Center

v. )  
Cynthia Walks )  
Defendant(s). )

### PRO SE APPEARANCE WITH FEE WAIVED

The undersigned enters his/her/its pro se appearance:

PLEASE PRINT

MARICE Little  
Name

14233 S. Eggleston  
Street Address

Riverside IL 60827  
City State Zip Code

(78) 601-1715 (77) 678-1640  
Home Telephone Number Work Telephone Number

\_\_\_\_ Owner

[Signature]  
Signature

\_\_\_\_ Agent

X Manager

\_\_\_\_  
Signature

**FILED**  
CV-1105  
MAR 12 2009  
DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY

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CITY'S EXHIBIT C

Property of Cook County Clerk's Office

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0917318026

Doc#: 0917318026 Fee: \$38.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 06/22/2009 11:39 AM Pg: 1 of 2

Space for Recorder's Office

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

CITY OF CHICAGO, a Municipal Corporation,

Plaintiff,

vs.

Cynthia Wilks et al.,

Defendant(s).

No. 09M1400716  
Re: 725 S. Marshfield

ORDER OF JUDGMENT AND ENFORCEMENT WITH SETTLEMENT  
(Fine to be Paid)

This case coming before the Court to be heard on set call, the parties have agreed to disposition of this matter, the Court having jurisdiction over the parties, premises and subject matter, and being fully advised in the premises:

IT IS HEREBY ORDERED THAT:

- The premises has been found to be in full  substantial compliance.
- Judgment in the amount of \$3,000.00, which includes \$60.00 court costs, is hereby entered against Defendant(s) Maurice Lambert, and shall stand as a final judgment as to Count I of Plaintiff's Complaint herein. Leave to enforce said judgment is hereby stayed until 6/16/09. Execution on said judgment shall issue thereafter.
- Plaintiff agrees to accept, and Defendant(s) Maurice Lambert shall pay to the City of Chicago, as an agreed full settlement of the judgment set forth in paragraph 2 of this order, herein above, the amount of \$500.00, by cashier's check, money order or certified funds, with the case number indicated thereupon, on or before June 16, 2009. Payments shall be made to the City of Chicago, and must be received at the City of Chicago Law Department, 30 N. LaSalle St., Suite 700, in Chicago, Illinois, 60602 or before 5:00 p.m. of the due date.
- This matter is dismissed as to all other defendants not named in this order. This Order is final and appealable, there being no just reason to delay its enforcement or appeal.

Hearing Date: 4/30/09

ENTER:

Judge McGing Judge No.        Room 1105

Mara S. Georges, Corporation Counsel  
Attorney for Plaintiff, Attorney No. 90909  
By: \_\_\_\_\_  
Assistant Corporation Counsel  
30 N. LaSalle St., Suite 700, Chicago, IL 60602  
(312) 744-8791

Judge James M McGing

APR 30 2009

Circuit Court-1926

1 of 2

Di-lab on file

# UNOFFICIAL COPY

CITY'S EXHIBIT D

Property of Cook County Clerk's Office



**UNOFFICIAL COPY**

Loan Number: 923080912913

**OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT**

STATE OF ILLINOIS )  
 COUNTY OF ) ss:  
 )

BEFORE ME, the undersigned authority duly authorized to take acknowledgements and administer oaths, personally appeared  
 Keir Kimmons

who upon being duly sworn on oath, certified as follows:

(the "Borrower"),

1. **Material Inducement:** Borrower understands and agrees that the statements contained herein are given as a material inducement to EVERETT FINANCIAL, INC. DBA SUPREME LENDING

(the "Lender"),

and Lender is relying upon such statements, to make a mortgage loan (the "Loan") to Borrower, repayment of which is secured by a Mortgage, Deed of Trust, Security Deed or other instrument of security (the "Security Instrument") on certain real property located at 7225 S Marshfield Ave, Chicago, Illinois 60620

(the "Property").

2. **Occupancy:** [check one box only]

**Principal Residence.** Borrower either currently occupies and uses the Property as Borrower's principal residence, or Borrower will occupy and use the Property as Borrower's principal residence within 60 days after Borrower signs the Security Instrument. Borrower will continue to occupy and use the Property as Borrower's principal residence for at least one (1) year from the date that Borrower first occupies the Property. However, Borrower will not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if Lender agrees in writing that Borrower does not have to do so. Lender may not refuse to agree unless the refusal is reasonable. Borrower will also not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if extenuating circumstances exist which are beyond Borrower's control.

**Second Home.** Borrower will occupy, and will use, the Property as Borrower's second home. Borrower will keep the Property available for Borrower's exclusive use and enjoyment at all times and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**Investment.** The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property, and has no present intention to occupy or use the Property in the future, either as Borrower's principal residence or second home. Borrower now occupies and uses other property or properties as Borrower's principal residence and/or second home.

3. **Financial Status:** Borrower understands that Lender is making the Loan based upon statements and representations contained in, or made in connection with, the residential mortgage loan application given by Borrower to Lender (the "Loan Application"). Borrower hereby certifies that the information provided by Borrower contained in, or made in connection with, the Loan Application related to Borrower's financial status (such as Borrower's employment, income, available cash, debts, expenses, credit obligations, and the like), has not changed significantly and that the such information accurately reflects Borrower's current financial status. Borrower certifies further that Borrower has not received a layoff notice or otherwise have knowledge of a pending layoff, and Borrower, to the best of Borrower's knowledge and belief, is unaware of any events or circumstances in the foreseeable future that would impair or have an adverse effect on Borrower's ability to fulfill Borrower's Loan obligations, including, but not limited to Borrower's obligation to make required periodic payments.

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4. **False, Misleading or Inaccurate Statements:** Borrower understands that Borrower will be in default under the terms of the Security Instrument if, during the application process for the Loan, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, representations concerning Borrower's occupancy of the Property and Borrower's financial status. Borrower understands further that any intentional or negligent misrepresentation(s) of the information contained in, or made in connection with, the Loan Application may result in severe civil and/or criminal penalties, including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which Borrower has made on or in connection with the Loan Application.

Keir Kimmons 10-23-2008  
 Borrower Keir Kimmons Date Borrower Date

\_\_\_\_\_  
 Borrower Date Borrower Date

\_\_\_\_\_  
 Borrower Date Borrower Date

Subscribed and sworn to before me this 23 day of October 2008



[Signature]  
 (Notary Public)

(Notary Seal)