Doc#: 1030841132 Fee: \$40.00 Eugene "Gene" Moore Cook County Recorder of Poor!

Cook County Recorder of Deeds
Date: 11/04/2010 03:36 PM 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,

	Planniff,	No: <u>09</u> MI <u>40/557</u>
v.	ABOVANATORENSAL Labe Bank	Re: 1145-49 N. Leclaine Anne
_	Defendant(s).	Courtroom 1 25, Richard J. Daley Center
	AGREED ORDIR OF INJU	NCTION AND JUDGMENT
Thi	is cause coming to be heard on the set call, the Court being fully	advised in the premises,
	IIS COURT FINDS:	
1.	Defendant(s), and the City of Chicago ("City") have reached agreement as to agree to entry of the order(s) set forth below.	the resolution of this case, stipulate to the following facts and
2.	The premises contain, and at all times relevant to this case con City's Complaint and Notice of Violations. Defendant has a re-	ntained, the violations of the Chicago Municipal Code set forth in right to contest these facts, but knowingly and voluntarily stipulates a jury trial, if any, as to each, any, and all of the stipulated facts.
AÇ	CORDINGLY, IT IS HEREBY ORDERED THAT:	to due, any, and an or the supurated facts.
1.	The judgment entered on	the amount of \$00 plus \$00 court costs for
	a total of 300 against Defendant(c)	un court coses [6]
	shall stand as final judgment as to Count I. Leave to enforce s	aid indement is stayed until
	Execution shall issue on the judgment thereafter. Count I is di	smissed 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
r	judgment if payment is made to the City of Chicago on or before	re If payment is mailed it must
	be postmarked on or before the above date and sent ATTN: Vi	mberly Miller, 30 N. LaSalle St., Suite 700, Chicago, IL 60602
3.	and his/her its/their heirs, legatees, successors, and assigns shall	& Labe Bank
	not rent, use, lease, or occupy the subject premises and sh	all keen the same vacant and segure until find and c
	by <u>09</u> / <u>39</u> / <u>2011</u> .	funicipal Code of the City of Chicago or sell the subject premises
	forms at www.cityofchicago.org/buildings) and keep the e	uilding requirements in the Municipal Code (sections 13-12-125 roperty be insured and registered with the City (information and exterior of the premises clean and free of debris and weeds.
	notify the City and the Court of any sale, transfer, or channotice given to the City, within 30 days of such sale or transfer. [X] UGASKA WITH The City'S VAMUAT Property	ge of ownership by way of motion duly filed with the Court, with
	IN KIND WITH WITH THE CHINGS VUILLED VOORTO	BODOWAY LINES 2D AREA

FORM CONS.9001 rev. 4/2009

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Yellow Copy for City of Chicago Department of Law White Original for Court Records

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

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4.	Defendant(s) shall schedule, permit, and be preser Department of Buildings to allow City to verify co	nt for an exterior and interior inspection of the subject premises with the ompliance 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.				
6.	6. No one other than Defendant(s) named above may sell, assign, or transfer the property until further order of court.				
	* .	Penalties			
7.	Court may order other appropriate remedies upon reinstatement of the case.	sion of this Agreed Order, City may petition the Court to enforce this Agreed f the following penalties for failure to comply. This list is not exclusive, and the petition by City, including the appointment of a receiver to make repairs and/or			
	(a) Default Finer				
	Defendant(s) violate(s) the compliance s	te schedule set forth above and shall be subject to fines of \$500.00 per day for at exists past the due date. Such fines shall be calculated from the first day schedule, and shall continue to run until Defendant(s) bring the violations into			
	[] Further, if the premises are found to not lump-sum default fine in the amount of the second seco	be secured after entry of this Agreed Order, Defendant(s) shall be subject to a \$5,000.00.			
	(b) Contempt of Court.				
	(i) Civil Contempt. If upon petition by City Order, Defendant(s) shall be subject to f purge(s) the contempt by complying with	, the Court finds that Defendant(s) has/have failed to comply with this Agreed ir es and/or incarceration for indirect civil contempt until Defendant(s)			
;	(ii) Criminal Contempt. If upon petition by reasonable doubt to have willfully refuse	City for incirect criminal contempt, Defendant(s) is/are found beyond a ed to comply with the Court's order, Defendant(s) will be subject to a fine of incarceration shall not be affected by subsequent compliance with the			
	Procee	dings on Request for Relief			
8.	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.				
9.	The court reserves jurisdiction of this matter for the purposes of modification, enforced mi, 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.				
10.					
Įĺ.	This matter is hereby off raul.				
	IRING DATE: 09 / 29 / 2010				
By:	THE PARTIES HAVE READ AND AGREE TO OF THE ABOVE TERMS AND CONDITION	S. "****Ciale Jadge In-			
Assis	stant Corpora ion Counsel	SEP 2 (1			
30 N	S. Georges Torporation Counsel #90909 LaSalle, Room 700 ago, IL 60602 (312) 744-8791	SEP 2 y 2010 Circuit Court 1914 Courtroom 1108			
Defe	ndant:	Judge Mara Courtroom 1102			

By Counsel: Phone: (____

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

CITY OF CHICAGO, a municipal corporation,		Case No.	49100/	
V.) }	Amount claimed per day	7,500.00	
AGC INVESTMENTS, LLC LABE BANK S & S MANANGEMENT CO		Address:		
		1145 - 1149 N LECLAIRE AVE CHICAGO IL 60651-		
			Unknown cyriers and non-record claimants Defendants)

COMPLAINT FOR EQUITABLE AND OTHER RELIEF

Plaintiff, City of Chicago, a municipal corporation, ov 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:

16-04-402-006

LOTS 41 AND 42 IN BLOCK 2 IN JEROME J. DITTENHOEFER'S DIVISION STREET AND LAVERGNE AVENUE SUBDIVISION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, "LLINOIS.

Commonly known as

1145 - 1149 N LECLAIRE AVE CHICAGO IL 60651- and that located thereon is a

- 3 Story(s) Building
- 18 Dwelling Units
- 0 Non-Residential Units