

STATE OF ILLINOIS)
) s.s.
COUNTY OF COOK)

IN THE OFFICE OF)
RECORDER OF DEEDS)

EFFECTIVE DATE: April 29, 2013

Case No. 2010 CH-25647

Circuit Court of Cook County, Illinois, County Department, Chancery Division

ORDER APPOINTING PRIVATE GENERAL RECEIVER

Pursuant to the Illinois Municipal Code – Unsafe Property Section, 65 ILCS 5/11-31 et. seq. and the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 et. seq. the Court named above has on April 29, 2013 appointed RHM Partners, L.L.C. an Illinois limited liability company, located at 222 W. Ontario, Suite 520, Chicago, Illinois, 60654 as receiver for the property located at 24 N. Liberty Dr., South Barrington, Illinois and legally described as:

Pin: 01-27-303-012-0000

Commonly Known As: 24 N. Liberty Dr., South Barrington, IL 60010

Legal Description:

LOT 179 IN SOUTH BARRINGTON LAKES UNIT 3, BEING A SUBDIVISION OF PART OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Receiver's cost, including all Receiver fees, Receiver's attorney fees, and cost to collect such fees are chargeable against the Premises in a lien claim under 65 ILCS 5/11-31 et. seq. Receiver certificates in such amounts will be issued by the Receiver in the attached form. The form of the Receiver Certificate will be amended in accordance with the amount of Court approved Receiver fees, costs and attorney fees. Certificates in the amount approved by the Court are assignable, and are a lien upon the property superior to all prior existing liens and encumbrances, except taxes. If the full value of the lien including all interest and collection costs is not paid in full to the lien holder, the lien holder may enforce the lien through a foreclosure action as in the case of mortgage foreclosures under Article XV of the Code of Civil Procedure or mechanics' lien foreclosures. The costs of foreclosure incurred by the lien holder, including court costs, reasonable attorney's fees, advances to preserve the property, and other costs related to the enforcement of the lien are recoverable by the lien holder from the owner or owners of the real estate, including the lien holders of record.

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Receiver has been deemed qualified by the Court to act as receiver and to perform the duties as outlined in the attached Court Order in a reasonable and prudent way. The receiver is so empowered by the Court with all of the duties as outlined in the attached Court Order, as well as all of the duties, responsibilities and powers enumerated in the Illinois Mortgage Foreclosure Law.

This instrument was prepared by RHM Partners, 222 W. Ontario, Suite 520, Chicago, Illinois, 60654

Mail To:

RHM Partners
222 W. Ontario, Suite 520
Chicago, IL 60654

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Attorney No. 16203

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

Judge Alfred M. Swanson, Jr.

APR 29 2013

Circuit Court 2035

BAYVIEW LOAN SERVICING, LLC, a)
Delaware limited liability company by way of)
substitution,)
Plaintiff,)

-vs-

Case No. 2010-CH-25647

Judge: Alfred M. Swanson Jr.

Room: 2803

Calendar: 55

SZU-MIN L. WANG, a.k.a. S. WANG, a.k.a.)
SZU-MIN WANG, a.k.a. SZU-MIN LU WANG,)
BOR-JENG WANG, a.k.a. BOF-JENQ WANG,)
SOUTH BARRINGTON LAKES)
ASSOCIATION, PNC BANK, NA S/E/M to)
NATIONAL CITY BANK, UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS,)

Defendants.)

Property: 24 N. Liberty Drive,
South Barrington, Illinois

VILLAGE OF SOUTH BARRINGTON, an)
Illinois municipal corporation,)
Petitioner to Intervene.)

ORDER APPOINTING RECEIVER

This cause was heard on the Petition to Intervene brought by the Village of South Barrington, and in the Petition, the Village having Moved the Court pursuant to 735 ILCS 5/2-408 for Appointment of a Receiver, for the residential property located at 24 Liberty Drive, South Barrington, Illinois, pursuant to its authority under 735 ILCS 5/15-1704; 65 ILCS 5/11-31-1 and 65 ILCS 5/11-31-2 and 65 ILCS 5/11-31-15. That the property is the subject of plaintiff's

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complaint in mortgage foreclosure, pursuant to the Mortgage Foreclosure Act, *735 ILCS 5/15-1101 et seq.*, all parties appearing in this matter, having received due notice and this Court having been fully advised in the premises:

FINDINGS OF FACT:

1. This Court has jurisdiction over the parties and subject matter herein;
2. That there exists at the premises "Premises" numerous unhealthy and unsafe building conditions, including conditions that pose an imminent threat of irreparable harm and injury to the health, safety and welfare of the public and occupants of the premises;
3. That judgment of foreclosure has not been entered in this case and Plaintiff, BAYVIEW HOME FINANCING LLC, was substituted for CHASE HOME FINANCE LLC., in an order that was entered on January 8, 2013.
4. That Plaintiffs and Defendants, who are owners or have an interest in the real property commonly known as 24 Liberty Drive, South Barrington, Illinois, have failed to abate and demonstrated their inability or unwillingness to abate the dangerous and hazardous conditions that exist there;
5. Equitable remedies other than the appointment of a Receiver are inadequate in the instant case because of the dangerous and hazardous conditions at the premises will remain, and the public and building occupants remain at risk unless and until such conditions are abated;
6. Only a private Receiver appointed with powers in accordance with the municipal Code: "Unsafe Property Section, *65 ILCS 5/11-31-2*, can act quickly to abate or investigate the abatement of the dangerous and hazardous conditions at the

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premises;

Based on the allegations of the Petition to Intervene, and the Motion to Appoint a Receiver, there is a reasonable probability that the property will remain in an unsafe, hazardous and unhealthy condition, and that the Plaintiff and Defendants will not remedy these conditions. The Petitioner has shown good cause why a receiver should be appointed, and the Plaintiff and Defendants have not shown good cause why a Receiver should not be appointed.

IT IS ORDERED:

1. The Village of South Barrington' Motion to appoint a Receiver is Granted and the below named Receiver is hereby appointed;
2. RMH PARTNERS 222 W. Ontario, Suite 520, Chicago, Illinois 60654, (312) 857-8534 by and through GRANT MANVY, based on information provided to this court, is deemed to be qualified to act as receiver and to manage the property as would a reasonably prudent person and is hereby and granted all powers of a private receiver in accordance with all of *65 ILCS 5/11-31-2*, including all costs and collection costs, incurred by the Receiver;
3. The Receiver is granted the following authority:
 - [X] All powers and duties as customarily attendant to those of a General Receiver over the Premises, including but not limited to those powers and duties afforded to a receiver appointed pursuant to the Illinois Mortgage Foreclosure Law, *735 ILCS 5/15-1704*, and those powers and duties afforded to a Receiver appointed pursuant to the Illinois Mechanic's Lien Act, *770 ILCS 60/1 et seq.*;

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[X] The following specifically enumerated duties and powers, subject to further order of this Honorable Court:

[X] Prepare a feasibility study regarding the care, management and repair of the Premises and the ability of the appointed receiver to accept such appointment;

[X] Forcibly enter the Premises and cause the eviction and removal of any unauthorized persons residing or occupying the same;

[X] Board and secure the Premises or board and secure the property upon which the Premises is located;

[X] Charge and collect rent, if authorized occupants reside at or otherwise occupy the Premises;

[X] Take possession of the Premises;

[X] Collect and sweep any rents and profits from the Premises to the extent necessary to fund any repairs;

[X] Make necessary and reasonable repairs to the Premises, if not specifically enumerated herein, in an amount not to exceed

~~\$40,000.00~~; 5000⁰⁰ without COURT APPROVAL

[X] Abate any dangerous and hazardous conditions at the Premises, including the following:

All items delineated in paragraph 19, A through G of Petitioner's Motion to Appoint a Receiver.

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Take the following actions:

4. ~~The Receiver is not required to post a bond pursuant to 65 ILCS 5/11-31-2.3, and~~
The Receiver SHALL POST A BOND OF \$20,000 AND HIS APPOINTMENT IS NOT EFFECTIVE UNTIL THE BOND IS APPROVED

ILCS 5/11-31-2.3;

5. The Receiver's costs of performing the actions identified in Paragraph 3 shall not exceed the amount of ~~\$10,000.00~~ *5,000* "Costs." This limitation, however, does not include the costs of Receiver's professional fees.

6. Receivers' costs are chargeable against the Premises as set forth in 65 ILCS 5/11-31-2, unless paid in full. Receiver is authorized to issue Receiver's certificates as needed by the Receiver from time to time in the form of a Receiver's Certificate, attached to this Order as Exhibit A, thereto in the amount of any such Costs.

7. The Receiver's fees shall be charged at the following rates, billed in 1/10 of an hour increments:

Grant Manny	\$225.00/hour
William Russell	\$155.00/hour
Leah Eubanks	\$155.00/hour
Julian Harkleroad	\$125.00/hour
Property Management	\$80.00/hour
Administrative Services	\$60.00/hour
Onsite Security	\$60.00/hour
Laborer/Janitorial	\$45-55/hour

The court will review all fee requests for reasonableness. The court reserves the right to reduce any fees which it deems to be excessive, including fees charged

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under the above listed fee schedule. Receiver's Certificates shall constitute a first and prior lien on the property.

8. Within five business days after the receiver is approved, the Plaintiff and/or Defendants shall turn over to the Receiver, documents in format which relate in any way to the following:
- (a) Income collected for the property after the effective date of this order;
 - (b) Contracts, documents and agreements relating to accounts receivable and payable, operation management, sale leasing and/or control of the property;
 - (c) All documents such as insurance policies, real estate taxes, notices and/or bills which concern this property in any way;
 - (d) Documents relating to property's condition, operation and maintenance or relating to any persons employed to maintain, secure or repair the property;
 - (e) A list by case name and number of all current litigation or regulatory proceedings which involve the property including, but not limited to: (1) abatement of taxes or reduction of assessments, (2) mechanics lien claims, (3) building code violations or zoning enforcement action; and (4) any other litigation or legal or related proceedings;
 - (f) All keys needed to operate, repair and/or maintain the property; and
 - (g) A list of all tenants and their payment history for the last two years.

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9. Receiver is hereby authorized to employ the law firm fo Brown, Udel, Pomerantz, and Delrahim Ltd, as its legal counsel in this matter, and is authorized to include the fees of its counsel in its Receiver's Certificate.
10. The Receiver shall file periodic written reports with the court. Each report shall be prepared with a case caption, personally signed by the receiver, and filed with the clerk of the Court. The Receiver must mail copies of the report to all parties in the case (including those who have not formally appeared) at least five court days before the hearing on the report. The mailing shall include a Notice of Motion indicating the time, date and courtroom number applicable to the approval of the report and a proof of service. Reports will be presented on a schedule established by the court for each particular case.
11. Each report shall include, at a minimum: a description of the property (number of units, type of use, size and condition), contact information for the Receiver, a list of tenants with the amount of their rent, a summary of any litigation involving the property of which the receiver is aware, a report of any failure of the Plaintiff or Defendants or any tenant to cooperate with the requirements of the Receiver Order, verification that the property is adequately insured, a detailed billing statement for the receiver's fees, a draft order approving the report and setting the case for the next receiver's report, a photograph of the outside and inside of the property, an income/expense statement, current balance on hand, background information on any matter for which the Receiver is requestion special court approval, and a check register showing income received and expenses incurred since the previous report.

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12. The Receiver or a knowledgeable representative thereof must appear in court when his/her report is presented.
13. The Receiver may authorize necessary improvements to the property not to exceed the cost of \$~~40,000.00~~ ^{\$5,000}. The Receiver has the power to procure or maintain appropriate utility services for the property and to procure or maintain appropriate insurance coverage for the property.
14. To minimize the Receiver's costs, the Plaintiff, shall provide the Receiver with a current service list for all parties and a copy of any pleadings between the Plaintiff the Village of South Barrington and the Parties to this action.
15. Plaintiff and Defendant(s) and his/her/they/their agents, heirs, legatees, successors, and assigns are enjoined and restrained from interfering or obstructing the Receiver in the performance of his or her duties,
16. Upon appointment of Receiver, Plaintiff and Defendant(s) shall; provide the Receiver with access to all areas of the building immediately; deliver to the Receiver master keys for all units, within 24 hours; and provide the Receiver with all items and materials necessary for the Receiver to perform his or her duties including rent rolls, access to financial documents, and operational documents, within seven(7) days of this order.
17. The Plaintiff shall immediately forward a copy of this order to the defendants or any attorney who has filed an appearance on their behalf and file proof of service thereof with the court.

IT IS FURTHER ORDERED THAT this cause is to be continued to

7-2-13, 2013 at 10:30 a.m. in room 2803 of the Daley Center Court House,

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without further notice for status and approval of the Receiver's First Report. The first Report

shall be filed on or before 6-25-13, 2013 and shall cover the period beginning

when this Order is entered and ending, ~~7-20~~ 6-20, 2013.

RECEIVER STATUS REPORT PRESENT DUE
ON 7-2-13 AT 9:45 AM AM 2013
Dated: _____

Judge Alfred M. Swanson, Jr.

Judge

APR 29 2013 Judge's No.

Circuit Court 2035

Prepared by:
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4. **Payment And Default.** This Certificate represents a debt that attaches to the real estate that is the subject to this litigation, and that is immediately payable upon the date of issuance of this Certificate (the "**Issuance Date**"). This Certificate shall serve as a first lien upon the Property, superior to all prior assignments of rents and all prior existing liens and encumbrances, except real estate taxes. If this lien and debt is not paid-in-full within ninety (90) days of the Issuance Date, the holder of this Certificate may enforce the lien represented by this Certificate by proceedings to foreclose as in the case of mortgages or mechanics' liens. Upon payment-in-full to the holder of the Certificate, the holder of this Certificate shall cause the lien of this Certificate to be released. Payments received will be applied in the following order: 1) outstanding fees and costs enforceable under the Certificate, 2) outstanding interest on the Principal Amount, and 3) outstanding Principal Amount.

5. **Costs Of Collection In Foreclosure.** Upon issuance of this Certificate, the holder shall be a lien holder of record pursuant to ILCS 5/11-31-1, 65 ILCS 5/11-31-2, and 65 ILCS 5/11-31-15. In any action to foreclose, enforce or otherwise realize the value of the lien created by this Certificate, the holder of this Certificate may recover its reasonable attorneys' fees and costs, as well as reasonable costs of collection, as may be approved by the Court and/or as authorized by law.

6. **Appointment Of Receiver In Foreclosure.** The holder of this Certificate may petition any court with jurisdiction over the property that is the subject of this action to have a receiver appointed pursuant to Section 15-1702 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, *et seq.* (the "IMFL"). Such receiver shall have all powers and duties of a receiver as set forth in Section 15-1704 of the IMFL.

SO ORDERED:

Issuance Date: _____, 201_____

Presiding Judge