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Doc#: 1524341127 Fee: \$48.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/31/2015 04:01 PM Pg: 1 of 6

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

THE CITY OF CHICAGO, a municipal corporation,
Plaintiff,

v.

TRIDENT EQUITIES LLC, *et al.*

Defendants.

Case Number: 14 M1 400319

Re: 10406 S WABASH AVE
CHICAGO, IL 60628

Courtroom 1105

ORDER AUTHORIZING DEMOLITION BY THE CITY OF CHICAGO

This cause coming to be heard on AUGUST 21, 2015 on the complaint of THE CITY OF CHICAGO (“the City”), by and through its attorney, Stephen R. Patton, Corporation Counsel, against the following:

TRIDENT EQUITIES LLC,
ROBERT BARON D/B/A TRIDENT EQUITIES, LLC,
PNC BANK, NA, AS SUCCESSOR TO NATIONAL CITY BANK,
UNKNOWN OWNERS, and
NONRECORD CLAIMANTS,
 (“Defendants”).

The Court having heard evidence and testimony and being fully advised in the premises finds that:

1. The Court has jurisdiction of the subject matter, which is the real estate located at 10406 S WABASH AVE ST., CHICAGO, COOK COUNTY, ILLINOIS (“subject property”), legally described as:
 - I. LOT 47 IN PENSHORN'S ADDITION TO PULLMAN, A SUBDIVISION OF LOT 1 IN BLOCK 1 AND THE WEST 590.85 FEET OF LOT 1 IN BLOCK 2 IN SUBDIVISION OF LOT 1 IN SUBDIVISION OF LOTS 4 TO 8 OF ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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II. Permanent Index Number(s): 25-15-110-024-0000.

2. Located on the subject property is a TWO STORY FRAME BUILDING AND FRAME GARAGE BUILDING. The last known use of the building was MULTIPLE UNIT DWELLING.
3. The subject building is dangerous, unsafe, and beyond reasonable repair under the terms of the Illinois Municipal Code, 65 ILCS 5/11-31-1, in that the following violations of the Municipal Code of Chicago exist at the subject property and the defendants:
 - a. With respect to each OWNER, failed to secure a vacant building so that all openings are closed and secured using doors, glazed windows, commercial-quality steel security panels, or filled with the same material as the surrounding wall, as applicable, provided that openings greater than one square foot in area may not be boarded with plywood, except as specifically permitted by the Department of Buildings. (13-12-135(d)). With respect to each MORTGAGEE, failed to secure a vacant building's doors and windows so that all such openings are closed and secured, using doors, windows without broken or cracked panes, commercial-quality metal security panels, filled with the same material as the surrounding wall, or board with plywood installed in accordance with rules issued by the Commissioner of Buildings. (13-12-126(b)(1)). BUILDING VACANT AND OPEN
 - b. With respect to each OWNER only, failed to repair or replace defective and/or missing electrical fixtures and maintain electrical system in safe and sound condition. (18-27-210.70, 18-27-410.22, 18-27-410.23, 18-27-410.24, 18-27-240.27, 18-27-410.36, 18-27-410.37, 18-27-410.38, 18-27-410.39, 18-27-560.7, 13-196-590, 13-196-641). ELECTRICAL - ~~CRACKED PANES; SASH - BROKEN, MISSING OR INOPERABLE~~ MISSING FIXTURES; OPEN METER BOX
 - c. With respect to each OWNER only, failed to maintain all floors free of holes, grooves, and cracks. (13-12-135(c)(2), 13-196-540(a), 13-196-540(b), 13-196-540(f), 13-196-641). FLOOR - WARPED FLOORING
 - d. With respect to each OWNER and MORTGAGEE, failed to maintain the exterior of a building so that all exterior windows and doors are in sound condition and good repair, so that: windows and doors fit tightly within their frames; window and door frames are constructed and maintained in such relation to the adjacent wall construction as to prevent rain from entering the building; windows and doors are equipped with properly functioning locking hardware; and any window which has broken, cracked, or missing glass or glazing is repaired or boarded in a manner prescribed by code. (13-12-135(b)(3), 13-196-550, 13-196-641, 13-12-126(b)(1)). GLAZING - CRACKED PANES; SASH - BROKEN, MISSING OR INOPERABLE

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- e. With respect to each OWNER only, failed to maintain every supply facility, piece of equipment, and utility, including the heating system, in safe and sound condition. (13-196-590, 13-196-641). HEATING – MISSING DUCTWORK
- f. With respect to each OWNER only, failed to maintain every foundation, roof, floor, wall, stair, ceiling, and other structural support within a building in safe and sound condition, good repair, and capable of supporting the loads that normal use may cause to be placed thereon. (13-12-135(c)(2), 13-52-010, 13-196-040, 13-196-540, 13-196-641). JOIST – ~~SYNCRONIZING~~ WATER DAMAGED; WATER DAMAGED
- g. With respect to each OWNER, failed to maintain the exterior of a building so that all foundations, basements, cellars, and crawlspaces are in sound and watertight condition, adequate to support the building, and protected against the entry of rodents or other animals. (13-12-135(b)(1), 13-196-530, 13-196-641). With respect to each MORTGAGEE, failed to maintain and secure the exterior of the building and keep the exterior of the property free of vermin and rodents. (13-12-126(b)(8), 13-12-126(b)(11)). MASONRY – LOOSE SIDING, Damaged
- h. With respect to each OWNER only, failed to maintain every wall and ceiling within a building in safe and sound condition and good repair. (13-12-135(c)(2), 13-196-540, 13-196-641). PLASTER – BROKEN OR MISSING; ~~SYNCRONIZING~~, WATER DAMAGED
- i. With respect to each OWNER, failed to maintain all plumbing fixtures without leaking pipes and completely drain or continuously heat all pipes for water to prevent them from freezing and maintain or repair plumbing system in accordance with the original design so that no hazard to life, health or property is created by such plumbing system. (13-12-135(c)(3), 13-196-590, 13-196-641, 18-29-102.2). With respect to each MORTGAGEE, failed to winterize a building by cleaning all toilets and completely draining all plumbing systems. (13-12-126(b)(7)). PLUMBING – MISSING FIXTURES
- j. With respect to each OWNER and MORTGAGEE, failed to maintain the exterior of a building so that all portions of the roof are adequately supported and maintained in weather tight condition and all gutters, downspouts, scuppers, and appropriate flashing are in good repair and adequate to remove water. (13-12-135(b)(4), 13-196-530(c), 13-196-641, 13-12-126(b)(8)). ROOF – DETERIORATING, Holes

k. Dangerous and hazardous rear porch

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- k. With respect to each OWNER, failed to maintain the exterior of a building so that every outside stair or step is in sound condition and good repair and every porch, stoop, deck, veranda, balcony and walk is in sound condition. (13-12-135(b)(6), 13-52-010, 13-196-040, 13-196-570, 13-196-641). With respect to each MORTGAGEE, failed to reasonably maintain the exterior of a building and the structural integrity of stairs and steps that lead to the main entrance(s) of the building. (13-12-126(b)(6), 13-12-126(b)(8), 13-52-010, 13-196-040). STAIR – BROKEN, MISSING OR INOPERABLE; DAMAGED DECKING; DAMAGED HANDRAILS; IMPROPER FOUNDATIONS; IMPROPER HANDRAIL HEIGHT; IMPROPER TREAD AND RISER; NO JOIST HANGERS; NO LEDGER BOLTS; UNDERSIZED JOISTS

4. The subject building is beyond reasonable repair and it would take major reconstruction by a responsible owner to bring the subject building into full compliance with the Municipal Code.
5. Demolition of the subject building is the least restrictive alternative available to effectively abate the dangerous and unsafe conditions at the subject property as of AUGUST 21, 2015.

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WHEREFORE, IT IS HEREBY ORDERED THAT:

- A. As the City has met its obligations with respect to property tax sale certificate holders under the Property Tax Code (35 ILCS 200/21-410) and property tax sale certificate holders are subject to, *inter alia*, Sections 21-95, 21-100, 21-105, and 22-35 of the Property Tax Code, WHEELER-DEALER LTD, D/B/A WHEELER FINANCIAL, INC is dismissed as defendant in this case and shall not be included in the term "Defendants" as used in this Order.
- B. TRIDENT EQUITIES LLC, UNKNOWN OWNERS and NONRECORD CLAIMANTS, having been notified by publication and having failed to answer, appear, or otherwise plead as of the default date of MARCH 24, 2014 are in default and all allegations in the complaint are deemed admitted against said defendants.
- C. An *in rem* judgment on Count III of the Complaint is entered in favor of Plaintiff, the City of Chicago, and against Defendants.
- D. An *in personam* judgment on Count I of the Complaint will be entered in favor of the Plaintiff, the City of Chicago, and against the Defendant's in a separate order.
- E. Counts II, IV, V, and VI of the Complaint are voluntarily dismissed, on the City's oral motion.
- F. Pursuant to the judgment entered above, 65 ILCS 5/11-31-1, and the City's police powers under Article VII of the Illinois Constitution, the City is granted authorization to demolish the subject building on the subject property, and is entitled to a lien for the costs of demolition, court costs, and other costs enumerated by statute, and/or other statutory remedies. Such authority shall be effective AUGUST 21, 2015.
- G. The City's performance under this order shall result in a statutory *in rem* lien that attaches to the subject property only. If the City seeks a personal judgment against any Defendant(s) it shall proceed by separate motion directed to such Defendant(s).
- H. Any and all Defendants with either possession or control of the subject property shall immediately remove any and all persons occupying the subject building and any and all personal property from the subject property so that the subject property is completely vacant and free of persons and personal property before demolition is commenced.

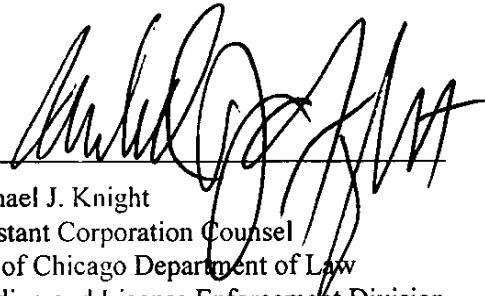
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- I. All Defendants and his / her / their / its agents, heirs, legatees, successors, and assigns shall be permanently enjoined and restrained from renting, using, leasing, occupying, selling or otherwise transferring, in whole or in part, the ownership or controlling interest in the entire premises until the same has / have established full compliance with the Municipal Code of the City of Chicago as stated in this cause and further order of court. Defendant(s) and his / her / their / its agents, heirs, legatees, successors, and assigns shall maintain the subject property in a sanitary, boarded, and secure condition while it remains subject to this injunction or until the property is demolished.
- J. Pursuant to Illinois Supreme Court Rule 304(a), this is a final and appealable order and the Court finds there is no just reason for delaying the enforcement or appeal of this order.
- K. The Court reserves jurisdiction of this cause to enforce the terms of this Order and for the purpose of ascertaining demolition costs and other costs for entry of money judgment(s) against the defendant owners and for the purposes of hearing foreclosure proceedings as defined by the applicable statutes and ordinances.
- L. This matter is off-call.

ENTERED:



By: _____



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Judge Anthony J. Stropkins
 AUG 21 2015
 Circuit Court - 2139

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