

UNOFFICIAL COPY



Doc# 2412120364 Fee \$176.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
DATE: 4/30/2024 3:43 PM
PAGE: 1 OF 3

4241
8011
0007
AM

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,
Plaintiff,

v.
HUDSON, et al.,

Defendant(s)

No: 15 MI 401895

Re: 1615 N MERRIMAC

Courtroom 1107, Richard J. Daley Center

AGREED ORDER

This cause coming to be heard on the set call, the Court having jurisdiction over the subject matter and being advised in the premises,
THIS COURT FINDS:

1. Defendant(s), **RODERICK HUDSON**, and the City of Chicago ("City") have reached agreement as to the resolution of this case, stipulate to the following facts and agree to entry of the order(s) set forth below.
2. The premises contain, and at all times relevant to this case contained, the violations of the Chicago Municipal Code set forth in City's Complaint. Defendant(s) has/have a right to contest these facts, but knowingly and voluntarily stipulate(s) to said facts and waive(s) the right to trial, including the right to a jury trial, if any, as to each, any and all of the stipulated facts.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

3. Defendant(s), **RODERICK HUDSON**, and his/her/its/their heirs, legatees, successors, and assigns shall:
 - not rent, use, lease, or occupy the subject premises and shall keep the same vacant and secure until further order of court.
 - bring the subject premises into full compliance with the Municipal Code of the City of Chicago or sell the subject premises by AUGUST 30, 2024.
 - keep the subject property in compliance with the vacant building requirements in the Municipal Code (sections 13-12-125 through 13-12-150), including the requirements that the property be insured and registered with the City (information and forms at www.cityofchicago.org/buildings) and keep the exterior of the premises clean and free of debris and weeds.
 - notify the City and the Court of any sale, transfer, or change of ownership by way of motion duly filed with the Court, with notice given to the City, within 30 days of such sale or transfer.
4. Defendant(s) shall schedule, permit, and be present for an interior inspection of the subject premises with the Department of Health to allow the City to verify compliance with the terms of this Agreed Order. Defendant shall email Department of Health Inspector Sonya Enoch at sonya.enoich@cityofchicago.org or call the inspector at 312-746-4947 to schedule this inspection by SEPTEMBER 6, 2024.
5. The premises shall 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 Defendant(s), partners, 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**

Penalties

6. Should Defendant(s) fail to comply with any provision of this Agreed Order, City may petition the Court to enforce this Agreed Order. Defendant(s) shall be subject to the following specified penalties for failure to comply as determined by this Court. This

S N
P 3
Y
SC Y
INTEK

UNOFFICIAL COPY

list is not exclusive, and the Court may order other appropriate remedies upon petition by City, including the appointment of a receiver to make repairs and/or reinstatement of the case.

(a) **Default Fines**

Defendant(s) shall follow the compliance schedule set forth above and shall be subject to fines of \$500.00 per day for each violation of the Municipal Code of Chicago that exists past the due date provided herein. Such fines shall be calculated from the first day Defendant(s) violate(s) the compliance schedule and shall continue to run until Defendant(s) bring(s) the violation(s) into compliance.

Further, if the premises are found not to be secured (as required by the Municipal Code of Chicago) after entry of this Agreed Order, Defendant(s) shall be subject to a lump-sum default fine in the amount of \$5,000.00.

(b) **Contempt of Court**

(i) **Civil Contempt** If upon petition by City, the Court finds that Defendant(s) has/have failed to comply with this Agreed Order, Defendant(s) shall be subject to fines and/or incarceration for indirect civil contempt until Defendant(s) purge(s) the contempt by complying with the Agreed Order.

(ii) **Criminal Contempt** If upon petition by City for indirect criminal contempt, Defendant(s) is/are found beyond a reasonable doubt to have willfully refused to comply with the Court's order, Defendant(s) will be subject to a fine and/or incarceration. Such fine or period of incarceration shall not be affected by subsequent compliance with the Agreed Order.

Proceedings on Request for Relief

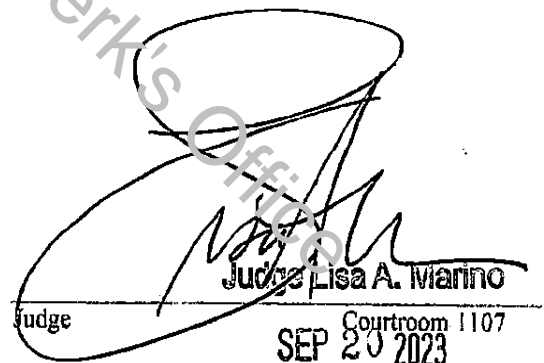
6. If City files a motion or petition pursuant to paragraph 5, Defendant(s) waive(s) the right to a trial or hearing as to all issues of law and fact, except whether or not Defendant(s) has/have violated the provisions of this Agreed Order, whether or not said violation(s) constitute(s) civil or criminal contempt, and whether or not the requested relief is appropriate and/or feasible.
7. The court reserves jurisdiction of this matter for the purposes of modification, enforcement, or termination of this Agreed Order, including the adjudication of proceedings on contempt or default fines, which could result in the imposition of a fine and/or incarceration against Defendant(s), and reinstatement of City's Complaint.
8. This matter is hereby dismissed by agreement of the parties, without prejudice, subject to the agreement detailed above. This order is final and enforceable pursuant to Illinois Supreme Court Rule 304(a), the court finding no just cause or reason to delay its enforcement. All parties to this agreement waive their right to appeal this Agreed Order.

HEARING DATE: SEPTEMBER 20, 2023

**THE PARTIES HAVE READ AND AGREE TO ALL
OF THE ABOVE TERMS AND CONDITIONS.**

By: Amanda Wyzykowski
Attorney for Plaintiff
Corporation Counsel #90909
2 N. LaSalle, Room 320, Chicago, IL 60602
(312) 742-0343
amanda.wyzykowski@cityofchicago.org

Agreed to by Defendant, Roderick Hudson on 9/19/23 via email & phone (appearance filed 8/28/19)
1615 N Merrimac, 1st flr.
Chicago, Illinois 60639
(847) 858-6448
rodhudson@hotmail.com


Judge Lisa A. Marino
Courtroom 1107
SEP 20 2023

Circuit Court-2083

UNOFFICIAL COPY

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

THE CITY OF CHICAGO, A MUNICIPAL CORPORATION,
PLAINTIFF,

CASE NO: 15M1 401895

v.

RE: 1615 N. MERRIMAC AVE., 1ST FL

RODERICK HUDSON,
BANK OF AMERICA, N.A.,
JPMORGAN CHASE BANK, N.A. SUCCESSOR
TO WASHINGTON MUTUAL BANK,
UNKNOWN OWNERS AND NONRECORD
CLAIMANTS,

AMOUNT CLAIMED PER DAY OF
VIOLATION: \$2,000.00

COURTROOM 1107
DALEY CENTER

ET AL
DEFENDANT(S)

COMPLAINT FOR EQUITABLE AND OTHER RELIEF

Plaintiff, the City of Chicago ("City"), by its attorney, Stephen Patton, Corporation Counsel, states the following:

COUNT ONE

1. Located within the corporate limits of Chicago is a parcel of real estate commonly known by the above address and legally described as follows:

LOT 32 AND THE SOUTH 5 FEET OF LOT 33, IN BLOCK 8 IN GALE AND WELCH'S RESUBDIVISION OF BLOCKS 27-30 AND LOTS 4-12 IN BLOCK 31 AND ALL OF BLOCKS 46-50 IN A. GALE'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 31 AND THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 13-32-317-013

commonly known as 1615 N. MERRIMAC AVE., CHICAGO, IL 60639

2. Upon information and belief, at the times set forth in paragraph three (3) below, the following defendants owned, maintained, operated, collected rents for, or had an interest in the premises:
RODERICK HUDSON, OWNER
BANK OF AMERICA, N.A., MORTGAGE HOLDER
JPMORGAN CHASE BANK, N.A. SUCCESSOR TO WASHINGTON MUTUAL BANK, MORTGAGE HOLDER
UNKNOWN OWNERS AND NONRECORD CLAIMANTS

2015 JUN 23 AM 9:55
CLERK OF THE COURT
CIVIL DIVISION