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Attorney No. 20287

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

NARAYANA SWAMY KRISHNAPPA,)
)
 Plaintiff and)
 Counter-Defendant,)
)
 v.)
)
 DR. CHI FENG SU and)
 SUN HWEI SU)
)
 Defendants and)
 Counter-Plaintiffs.)

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 COOK COUNTY RECORDER

No. 87 CH 07072

JUDGE EDWARD G. FINNEGAN

MAY 03 1993

Circuit Court-244 BR

JUDGMENT ORDER

This cause coming on to be heard for trial, upon the Second Amended Complaint, Answer, Counterclaim and Answer thereto, Plaintiff's Motion To Conform The Pleadings To The Evidence, and Defendants' Motion To Reconsider, heretofore filed herein; the parties appearing in person and by their respective attorneys; and the Court having considered the pleadings, evidence adduced by and on behalf of the respective parties, and the arguments of counsel, and being fully advised in the premises:

Now, therefore, the Court finds as follows:

1. That it has jurisdiction of the parties hereto and the subject matter hereof;
2. That the material allegations of the Second Amended Complaint, as amended by plaintiff's Motion To Conform The Pleadings To The Evidence, have been proved and are true;
3. That plaintiff and defendants entered into a valid contract on May 22, 1986, for the sale by defendants to plaintiff of the

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property known as 2335 Glendale Terrace, Hanover Park, Illinois ("the subject property"), as alleged in the Second Amended Complaint;

4. That, in September, 1986, the defendants wilfully breached said contract;

5. That a lis pendens was recorded with respect to the subject property on July 22, 1987 and defendants have had notice of the lis pendens since that date; and

6. That on August 21, 1990, defendants caused the subject property to be conveyed to Firststar Naperbank, N.A. as Trustee Under Trust Agreement dated August 17, 1990, Trust No. 7-2067, of which the beneficiary is Chi Feng Su, Inc. Defined Benefit Pension Plan;

7. That Firststar Naperbank, N.A. as Trustee under said trust is subject to the written direction of either Chi Feng Su or Su Hwei Su, both of whom are defendants in this cause;

8. That the equities of this cause are with plaintiff and the contract ought to be specifically enforced.

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED BY THE COURT AS FOLLOWS:

A. That defendants be, and they are, hereby directed to perform the contract on their part according to the terms thereof;

B. That defendants shall cause the Firststar Naperbank, N.A. as Trustee Under Trust Agreement dated August 17, 1990, Trust No. 7-2067, to convey to plaintiff indefeasible fee simple and marketable title, of the following premises, commonly known as 2335 Glendale Terrace, Hanover Park, Illinois:

Parcel 1:

Lot 17 in F. R. McKenzie, Jr.'s Hanover Terrace subdivision of parts of Sections 25 and 36, Township 41 North, Range 9 east of the Third Princi-

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pal Meridian, according to the plat thereof recorded May 16, 1969, as Document Number 20842837 in Cook County, Illinois.

Parcel 2:

Easement for benefit of Parcel 1 as shown on F. R. McKenzie, Jr.'s Hanover Terrace subdivision recorded May 16, 1969 as Document Number 20842837 and referred to in Declaration of Covenants, Conditions and Restrictions dated October 16, 1969 and recorded November 19, 1969 as Document Number 21017098 and modified by an instrument with plat of easements marked Exhibit 'A' attached thereto amending the plat of Hanover Terrace subdivision aforesaid record April 10, 1970 as Document Number 21132384 and as created by deed recorded May 26, 1970 as Document Number 21167876, for ingress and egress, driveway and parking, over the "easement area" depicted on the plat of easements marked Exhibit 'A' attached to Document Number 21132384 (except that part falling in Parcel 1) in Cook County, Illinois.

Permanent Tax Number: 06-36-311-026-0000;

C. That, upon tender or delivery of such conveyance to plaintiff, plaintiff shall pay unto defendants the sum of \$210,000, which is the unpaid balance of purchase money, less \$42,000, consisting of \$40,000 net operating income on the subject property since the time of defendants' breach, plus \$2,000 in loan fees and charges lost by plaintiff, the total to be paid by plaintiff to be \$168,000, plus or minus prorations and costs and expenses required to be paid by the defendants pursuant to the contract hereby being specifically enforced;

D. That Plaintiff's Motion To Conform The Pleadings To The Evidence is hereby granted;

E. That Defendants' Motion To Reconsider is hereby denied;

F. That the defendants' Counterclaim is dismissed with prejudice;

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G. That the originals of plaintiff's exhibits are hereby returned to plaintiff's counsel, Martin J. Oberman, and the originals of defendants' exhibits are hereby returned to Jeffrey B. Levens, defendants' counsel, such original exhibits to be retained by counsel, respectively;

H. That plaintiff is awarded his costs as taxed by the clerk;

I. That this order is a final and appealable order, and there is no just reason for delaying enforcement or appeal; and

J. That jurisdiction be, and it is hereby, retained by this Court for the purpose of enforcing this judgment.

ENTERED:

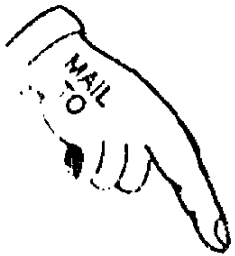
JUDGE EDWARD G. FINNEGAN

MAY 03 1993

Circuit Court-244

Judge

MARTIN J. OBERMAN
30 North LaSalle Street
Chicago, Illinois 60602
312/580-7916



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May 28, 1993
A. J. ...
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