

UNOFFICIAL COPY

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IN THE NORTHERN DISTRICT COURT **RECEIVED**
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JUL 29 1994

SIGN & DISPLAY INDUSTRY HEALTH)
& WELFARE FUND, et al.)

Plaintiffs,)

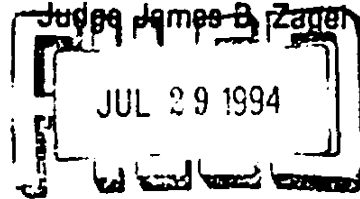
v.)

ALL SIGN CORPORATION, and)
JOHN C. PETERSON)

Defendants.)

B. STUART CONNINGHAM
UNITED STATES DISTRICT COURT

Case No. 94 C 2354



By LORD, BISSELL & BROOK
DEPT-01 RECORDING \$125.50
T#6666 TRAN 3501 08/02/94 10:55:00
3847 * LC * -94-680177
COOK COUNTY RECORDER

RELEASE OF JUDGMENT LIENS

Plaintiffs, Sign & Display Industry Health & Welfare Funds, et al., having to date received full satisfaction and payment from the Defendants, All Sign Corporation ("All Sign") and John C. Peterson ("Peterson"), pursuant to Paragraphs 3 and 6 of the Settlement Agreement entered into by Plaintiffs and Defendants on July 14 (attached as Exhibit A, pp.3-4), hereby release the following judgment liens recorded with the Cook County Recorder of Deeds in the above-captioned matter:

1. Recording No. 94341709 recorded generally against All Sign and Peterson (attached as Exhibit B);
2. Recording No. 94371970 recorded against Peterson's ownership interest in the property located at 6355 W. Washington, Chicago Ridge, Illinois (attached as Exhibit C);
3. Recording No. 94371971 recorded against Peterson's ownership interest in the property located at 6048 W. 124th Street, Palos Heights, Illinois (attached as Exhibit D);
4. Recording No. 94371972 recorded against Peterson's ownership interest in the property located at 11230 Western Avenue, Palos Heights, Illinois (attached as Exhibit E); and
5. Any other judgment liens recorded by Plaintiffs against Defendants on or before July 29, 1994 in the above-captioned matter.

This Release does not pertain to any liens which Plaintiffs may have filed against Defendants in connection with any other suits, including, but not limited to, Sign &



Return to:
Jennifer O'Malley
Lord Bissell + Brook
115 South LaSalle St.
Chicago, Illinois 60603

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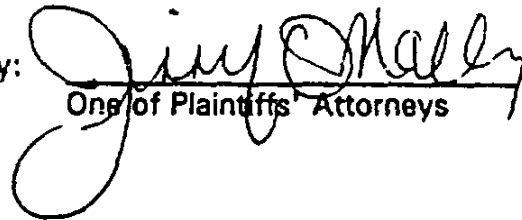
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Display Industry Health & Welfare Fund, et al. v. All Sign Corporation, currently pending in the United States District Court for the Northern District of Illinois as Case No. 94 C 3702 (Judge Hart).

Dated: July 29, 1994

PLAINTIFFS, SIGN & DISPLAY INDUSTRY
HEALTH & WELFARE FUNDS, ET AL.,

By:


One of Plaintiffs Attorneys

Michael J. Gaertner
Jennifer A. O'Malley
Lord, Bissell & Brook
115 South LaSalle Street
Chicago, Illinois 60603
(312)443-0293 (JAO)

Property of Cook County Clerk's Office

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of the 14 day of July, 1994, by and among the Plaintiffs, Sign & Display Industry Health & Welfare Fund, International Brotherhood of Painters and Allied Trades Union and Industry Pension Fund, and William A. Duval, A. L. Monroe, Fred C. Hagen, Jr., Michael Monroe, James Damery, Patrick Lane, Guy W. Leber, Walter Raftery, Richard Zack, Armando Colafranceschi, Union Trustees, and Martin C. DeVries, Robert McMullan, Norman Strauss, Richard Bobbe, Harold Witkin, John Mills, Jesse Root, Ralph Trallo, Employer Trustees, and Sign & Display Local No. 830, Apprenticeship and Retraining Fund, (Plaintiffs are collectively referred to herein as "Sign and Display"), and the Defendants, John C. Peterson ("Peterson") and All Sign Corporation ("All Sign"), an Illinois corporation:

Recitals

Sign & Display filed an action captioned Sign & Display Industry Health & Welfare Fund, et al. v. All Sign Corporation and John C. Peterson, Case No. 1:92CV1249, in the United States District Court for the Northern District of Ohio ("Ohio Action"), against the Defendants for, among other things, delinquent contributions owed in accordance with the Collective Bargaining Agreement.

A Consent Judgment Entry ("Consent Judgment") was entered by the Court in the Ohio Action on January 22, 1993. Under the terms of the Consent Judgment, the Defendants are required to make specified monthly

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payments to Sign & Display in order to satisfy the judgment entered against Defendants and in favor of Sign & Display in the Ohio Action.

On December 1, 1993, the Defendants defaulted on their payments under the Consent Judgment while still owing Sign & Display thirty one thousand nine hundred and eighty dollars (\$31,980) in principal. On April 15, 1994, Sign & Display filed a Certification of Judgment for Registration in Another District, issued by the Court in the Ohio Action, with the United States District Court for the Northern District of Illinois, Case No. 94 C 2354 ("Illinois Action"), in order to collect the remaining funds.

A number of Citations to Discover Assets ("Citations") were issued in the Illinois action, and were served upon the Defendants and various third parties, including but not limited to, C.K. Doty & Associates d/b/a Doty & Associates ("Doty") and the First National Bank of Evergreen Park ("Evergreen Bank"). Pursuant to the Citations, Doty and Evergreen Bank identified certain assets which are in their possession, and which belong to the Defendants. Turnover Orders were issued in the Illinois Action instructing Doty and Evergreen Bank to turn over those assets to Sign & Display, in partial satisfaction of the Defendants' remaining debt.

On June 29, 1994, Evergreen Bank transferred \$5,616.33 to Plaintiffs pursuant to the Turnover Order, and in partial satisfaction of Defendants' debt. Therefore, the Defendants currently owe twenty-six thousand, three hundred sixty-three dollars and sixty-seven cents (\$26,363.67) in principal

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and two thousand eighty-five dollars and twenty cents (\$2,085.20) in interest, under the terms of the Consent Judgment.

The parties to this Agreement desire an amicable resolution of this matter in order to avoid the expense and inconvenience of further collection proceedings and to resolve totally and finally Sign & Display's claim against the Defendants in connection with this case.

Agreement

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations hereinafter set forth, the parties hereto agree to the following:

1. The Defendants owe a total of twenty-eight thousand, four hundred forty-eight and eighty-seven cents (\$28,448.87), in principal and interest, to Sign & Display under the terms of the Consent Judgment.
2. The Turnover Order entered in the Illinois Action on June 17, 1994 directs Doty to pay twenty-three thousand six hundred sixty-four dollars and seventy cents (\$23,664.70) to Sign & Display in partial satisfaction of the Defendants' debt.
3. Peterson hereby agrees to pay four thousand five hundred eighty-three dollars and forty-seven cents (\$4,583.47) to Sign & Display, by either certified check or cashier's check, on or before July 15, 1994, in order to satisfy the remaining principal and interest owed by the Defendants to Sign & Display.

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4. In the event that Doty does not pay twenty-three thousand six hundred sixty-four dollars and seventy cents (\$23,664.70) to Sign & Display as required by the 6/17/94 Turnover Order, Sign & Display will serve written notice of any such deficit via first class U.S. mail and via facsimile on Peterson (facsimile no. 708/499-3943), All Sign (facsimile no. 708/499-3942), and Karen Walin, Esq. (facsimile no. 708/460-3426), and Peterson and/or All Sign will pay any such deficit, in full, to Sign & Display, by either certified check or cashier's check, within ten (10) days following service of notice.
5. No additional interest will accrue on any amounts owed by the Defendants under the Consent Judgment, provided that Peterson pays four thousand five hundred eighty-three dollars and forty-seven cents (\$4,583.47) to Sign & Display, by either certified check or cashier's check, on or before July 15, 1994, as set forth above in Paragraph 3.
6. Upon payment in full of four thousand five hundred eighty-three dollars and forty-seven cents (\$4,583.47) by Peterson to Sign & Display, by either certified check or cashier's check, as set forth in Paragraph 3 herein, Sign & Display agrees to remise, release and discharge any and all liens and outstanding Citation(s) issued to the Defendants and any third parties pursuant to the Ohio Action (Case No. 1:92CV1249) and the related Illinois Action (Case No. 94 C 2354). However, this Agreement does not pertain to any other claims which Sign & Display may have against the Defendants,

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including but not limited to, Sign & Display Industry Health & Welfare Fund v. All Sign Corporation, Case No. 94 C 3702, currently pending in the United States District Court for the Northern District of Illinois, and any liens or Citations issued in Case No. 94 C 3702.

7. Each party has relied upon the advice and representation of counsel of its own selection and has been fully advised as to the legal effect of this Agreement.

8. This Agreement shall be interpreted and construed under, and in accordance with, the laws of the State of Illinois, and any action to enforce the provisions herein shall be brought in the United States District Court for the Northern District of Illinois, Eastern Division.

9. This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

10. The recitals to this Agreement are to be read as part of this Agreement and are specifically incorporated herein.

11. This Agreement constitutes the complete agreement between the parties and may not be altered, amended or modified, except in writing, signed by the parties or their counsel of record in either the Ohio Action or the Illinois Action. Each of the undersigned hereby represents that he or she is authorized by the party or parties he or she represents, as set forth below, to execute this Agreement.

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12. This Agreement shall become null and void in the event that Peterson does not pay four thousand five hundred eighty-three dollars and forty-seven cents (\$4,583.47) to Sign & Display, by certified check or cashier's check, on or before July 15, 1994, as set forth above in Paragraph 3.

13. This Agreement shall become null and void in the event that Peterson does not pay any deficit(s) in the funds which Sign & Display receives from Doty under the terms set forth above in Paragraph 4.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PLAINTIFFS

By: *John J. Malley*
Their: ATTORNEY

JOHN C. PETERSON

By: *John J. Malley*
His: ATTORNEY

ALL SIGN CORPORATION

By: *John J. Malley*
Its: ATTORNEY

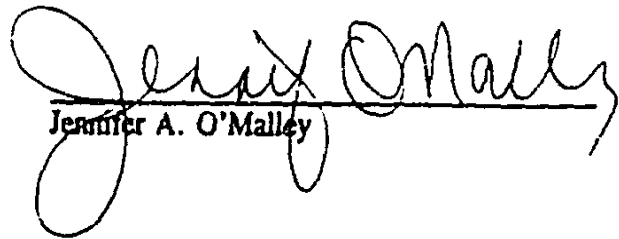
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RECEIPT OF PAYMENT

This is to acknowledge receipt of Four Thousand Five Hundred Sixty-Three Dollars and Forty-Seven Cents (\$4,563.47) in a cashier's check and Twenty Dollars (\$20.00) in cash from John C. Peterson and All Sign Corporation as required pursuant to the terms of the attached Settlement Agreement entered into between John C. Peterson, All Sign Corporation and the Sign & Disolay Health & Welfare Funds on July 14, 1994.

Dated: July 14, 1994


Jennifer A. O'Malley

Property of Cook County Clerk's Office

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LORD, BISSELL & BROOK
115 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603

AMERICAN NATIONAL BANK
& TRUST CO. OF CHICAGO
MENSENVILLE DIVISION

70-1732
719

32466

32466

07/14/94

20.00

PAY Twenty & 0/100

TO THE ORDER OF SIGN & DISPLAY INDUSTRY HEALTH & WELFARE FUND

LORD, BISSELL & BROOK

VOID AFTER 6 MONTHS

⑆032466⑆ ⑆071919049⑆ ⑆0500256202⑆

DETACH AND RETAIN FOR YOUR RECORDS

LORD, BISSELL & BROOK

115 S. LA SALLE ST. CHICAGO, IL 60603

VENDOR: 101067

32466

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CASH RECEIVED IN SETTLEMENT CH00021110
OF LAWSUIT

20.00



Heritage Bank

REMITTER

ALL SIGN

DATE 6-28-94

70-1732
719

PAY TO THE ORDER OF SIGN & DISPLAY HEALTH & WELFARE FUNDS***

\$4,563.47

THE SUM 4563 DOLS 47 CTS

CASHIER'S CHECK

Handwritten Signature
SENIOR VICE PRESIDENT

⑆297614⑆ ⑆071917326⑆

44021079

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AO 451 (Rev. 2/86) Certification of Judgment

RECEIVED
APR 15 1994
H. STUART CUMMINGS
CLERK, U.S. DISTRICT COURT

United States District Court

NORTHERN

DISTRICT OF OHIO, EASTERN DIVISION

Sign & Display Industry Health
& Welfare Fund, et al.,

JUDGE WHITE

CERTIFICATION OF JUDGMENT
FOR REGISTRATION IN
ANOTHER DISTRICT

Plaintiffs

v.

All Sign Corporation, et al.,

Case Number: 1:92CV1249

Defendants.

I, _____, Clerk of this United States District Court

certify that the attached judgment is a true and correct copy of the original judgment entered in this ac-
tion on _____, as it appears in the records of this court, and that

no notice of appeal from this judgment has been filed, and no motion of any kind
listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed.

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IN TESTIMONY WHEREOF, I sign my name and affix the seal of this Court on

3/28/94
Date

DEPT-31 RECORDING \$33.50
7655 E. TRAN 6403 04/15/94 14:58:00
40402 LC *-94-341709
CDEK COUNTY RECORDER

Clerk

Jennifer Smolinski
(By) Deputy Clerk

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Insert the appropriate language: . . . "no notice of appeal from this judgment has been filed, and no motion of any kind listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed." . . . "no notice of appeal from this judgment has been filed, and any motions of the kinds listed in Rule 4(a) of the Federal Rules of Appellate Procedure () have been disposed of, the latest order disposing of such a motion having been entered on [date]." . . . "an appeal was taken from this judgment and the judgment was affirmed by mandate of the Court of Appeals issued on [date]." . . . "an appeal was taken from this judgment and the appeal was dismissed by order entered on [date]."

[*Note: The motions listed in Rule 4(a), Fed. R. App. P., are motions: for judgment notwithstanding the verdict; to amend or make additional findings of fact; to alter or amend the judgment; for a new trial; and for an extension of time for filing a notice of appeal.]

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Sign & Display Industry Health
& Welfare Fund

Plaintiffs

-vs-

All Sign Corporation, et al.

Defendants.

) Case No. 1:92CV1249

) Judge White

) CONSENT JUDGMENT ENTRY

94532109

* *

Pursuant to the express consent of Defendants, All Sign Corporation and John C. Peterson, the Court enters Judgment in favor of Plaintiffs and against Defendants as to all claims stated in the Complaint and Defendants hereby confess judgment as to such claims.

It is expressly understood and stipulated that this Consent Judgment has the same force and effect as if rendered by the Court following trial on the merits.

WHEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED that Plaintiffs, Sign & Display Industry Health & Welfare Fund, International Brotherhood of Painters and Allied Trades Union and

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Industry Pension Fund, and Sign & Display Local No. 830 Apprenticeship and Retraining Fund, should be, and hereby are, GRANTED JUDGMENT against Defendants, All Sign Corporation and John C. Peterson, in the amount of Seventy-six Thousand Five Hundred Seventy-one and 25/100 Dollars (\$76,571.25), for contributions due and owing for the period of November, 1991 through November, 1992, plus Thirty-six Thousand Six Hundred Seventy-two and 78/100 Dollars (\$36,672.72), for delinquent Note payments and interest, plus One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1750.00) for attorneys fees and costs, and it is further ORDERED that:

1. Defendants, All Sign Corporation and John C. Peterson, shall pay Plaintiffs the amount of Twenty-eight Thousand Seven Hundred Forty-eight and 50/100 Dollars (\$28,748.50) as a down payment on the total amount due as set forth above on or before February 1, 1993;

2. Commencing on March 1, 1993 and on the 1st day of each consecutive and succeeding calendar month thereafter for 13 months, the Defendants, All Sign Corporation and John C. Peterson, shall pay Plaintiffs the amount of Six Thousand Three Hundred Ninety-six and 00/100 Dollars (\$6,396.00) per month or more, until the entire balance of Eighty-six Thousand Two Hundred Forty-five and 53/100 Dollars (\$86,245.53), plus interest at a rate of seven percent (7%), is paid in full;

3. Defendants, to secure the payments set forth above, hereby grant to Plaintiffs a security interest against the billboards identified in Exhibit A, attached hereto, and shall

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execute and deliver to Plaintiffs such U.C.C. financing statements as required by Plaintiffs;

4. Upon the sale of a majority of the billboards identified herein as security, Plaintiffs agree to release its security interest in those billboards sold, in exchange for immediate payment of at least thirty percent (30%) of the outstanding note balance and substitute first lien security interest in all of All Sign's vehicles, equipment and inventory.

5. Defendants shall further agree to make timely payments of all current contributions which will accrue during the payment period of this Judgment to each of the Plaintiffs in accordance with the applicable collective bargaining agreement;

6. Plaintiffs stipulate that as long as all payments are timely made in accordance with the provisions of this Judgment, Plaintiffs will take no action to execute upon this Judgment. It is further agreed between the parties and ordered that Defendants shall be granted a one week grace period to each and every monthly payment due under this judgment entry prior to any execution thereon;

7. It is expressly agreed that Defendants may pay the entire judgment amount or a portion of the judgment amount prior to the schedule set forth above without penalty. If Defendants prepaid any amount of this judgment, the overpayment will reduce the principal owed and future interest payments. Monthly payments will thereafter be recalculated according to the terms of this agreement.

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8. It is expressly understood and agreed by the parties that this stipulation does not affect the force or validity of this Judgment, and that the effect of this Judgment is not conditioned upon the ability or willingness of Defendants to make satisfaction of this Judgment.

9. It is also expressly understood and agreed by the parties, that upon any failure of Defendants to make any of the payments specified above, subject to the grace period provision, the total amount of this Judgment One Hundred Fourteen Thousand Nine Hundred Ninety-four and 03/100 Dollars (\$114,994.03) less any payments thereon, shall become immediately due and payable. Further, execution proceedings may be immediately commenced for the full amount of the outstanding Judgment, without notice or legal formality, and, upon default, interest at the rate of ten percent (10%) per annum shall accrue on the balance of said Judgment; and

10. The Sign & Display Health and Welfare fund shall promptly pay all covered hospital, doctor and related medical claims incurred by reported employees of All Sign Corp. which arose during the time period that All Sign's contributions became delinquent through the date this Consent Judgment is entered. Specifically, all covered medical claims by the employee George Novak, shall be paid as if no delinquency had occurred and he shall be entitled to all benefits and reimbursements for medical expenses as the health and welfare plan provides for employees of employers in good standing.

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11. All claims, interest and monies due the Plaintiffs from both defendants relating to existing promissory notes and loan agreements relating to prior contribution deficiencies have been compromised and included within this Consent Judgment and said notes and loan agreements shall be terminated and of no further effect.

12. All penalties, fines and interest as provided the Plaintiffs under Exhibit "A" of their Complaint and Amended Complaint or as provided by law have been compromised and fully set forth or waived in this Consent Judgment.

13. Defendants shall pay the court costs of this action.

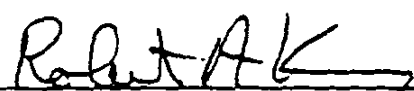
IT IS SO ORDERED:


UNITED STATES DISTRICT JUDGE

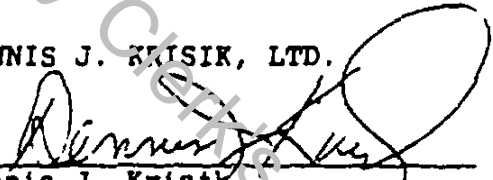
1-21-93

APPROVED AS TO FORM:

SHUMAKER, LOOP & KENDRICK



Robert A. Koenig
1000 Jackson
Toledo, OH 43624
Tele: (419) 241-9000
Attorneys for Plaintiffs

DENNIS J. KRISIK, LTD.


Dennis J. Krisik
208 South LaSalle Street
Chicago, Illinois 60604
Tele: (312) 236-5242
Attorneys for Defendants

CONSENT TO JUDGMENT:

All SIGN CORPORATION

By 
Its President

John C. Peterson


Individually

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ALL-SIGN CORPORATION

SIGNBOARD INVENTORY

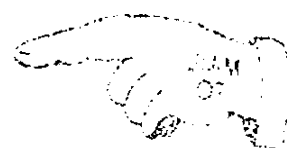
<u>Location</u>	<u>Size</u>	<u>Yearly gross income</u>
I-294 & 112nd	14 X 48 D.F.	\$18,900.
I-294 & Kedzie	20 X 60 D.F.	30,000.
117th & Pulaski	10 X 24 D.F.	6,300.
3972 W.Columbus	14 X 48 D.F.	19,704.
79th & Kedzie	14 X 48 Tri.F.	15,000.
I-294 & 129th	20 X 60 D.F.	32,400.
102nd & S.W.Hwy.	10'6X36 D.F.	12,600.
85th & Cicero	14 X 48 D.F.	21,600.
State & Randolph	40 X 43 S.F.	42,400.
87th & Pulaski	10'6X36 Tri.F.	12,600.

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EXHIBIT A

[Handwritten notes and signatures]



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Jennifer A. O'Malley
C/o Rand, Bissell & Brook
115 So. La Salle St.
31st Floor
Chicago, Ill. 60603

94371970 RECEIVED

AO 451 (Rev. 2/86) Certification of Judgment

STUART CUNNINGHAM, Clerk
U.S. DISTRICT COURT

United States District Court

NORTHERN DISTRICT OF OHIO, EASTERN DIVISION

Sign & Display Industry Health
& Welfare Fund, et al.,

JUDGE WHITE

Plaintiffs

CERTIFICATION OF JUDGMENT
FOR REGISTRATION IN
ANOTHER DISTRICT

v.

All Sign Corporation, et al.,

Case Number: 1:92CV1249

Defendants.

I, _____ Clerk of this United States District Court

certify that the attached judgment is a true and correct copy of the original judgment entered in this ac-
tion on _____ as it appears in the records of this court, and that

• no notice of appeal from this judgment has been filed, and no motion of any kind
listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed.



94371970

IN TESTIMONY WHEREOF, I sign my name and affix the seal of this Court on

3/28/94

Date

DEPT. OF RECORDING \$35.50
T87777 TRAN 9671 04/25/94 15:44:00
47304 FILE # -94-371970
COOK COUNTY RECORDER

Clerk

Jennifer Smolinski
(By) Deputy Clerk

After Reading
Return To:
Jennifer O'Malley
115 So. La Salle St.
31st Floor,
Chicago, Ill. 60603

Insert the appropriate language: . . . "no notice of appeal from this judgment has been filed, and no motion of any kind listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed." . . . "no notice of appeal from this judgment has been filed, and any motions of the kinds listed in Rule 4(a) of the Federal Rules of Appellate Procedure () have been disposed of, the latest order disposing of such a motion having been entered on [date]." . . . "an appeal was taken from this judgment and the judgment was affirmed by mandate of the Court of Appeals issued on [date]." . . . "an appeal was taken from this judgment and the appeal was dismissed by order entered on [date]."

(*Note: The motions listed in Rule 4(a), Fed. R. App. P., are motions: for judgment notwithstanding the verdict; to amend or make additional findings of fact; to alter or amend the judgment; for a new trial; and for an extension of time for filing a notice of appeal.)

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Sign & Display Industry Health & Welfare Fund)	Case No. 1:92CV1249
)	
Plaintiffs,)	Judge White
)	
-vs-)	
)	
All Sign Corporation, et al.,)	<u>CONSENT JUDGMENT ENTRY</u>
)	
Defendants.)	

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Pursuant to the express consent of Defendants, All Sign Corporation and John C. Peterson, the Court enters Judgment in favor of Plaintiffs and against Defendants as to all claims stated in the Complaint and Defendants hereby confess judgment as to such claims.

It is expressly understood and stipulated that this Consent Judgment has the same force and effect as if rendered by the Court following trial on the merits.

WHEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED that Plaintiffs, Sign & Display Industry Health & Welfare Fund, International Brotherhood of Painters and Allied Trades Union and

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Industry Pension Fund, and Sign & Display Local No. 830 Apprenticeship and Retraining Fund, should be, and hereby are, GRANTED JUDGMENT against Defendants, All Sign Corporation and John C. Peterson, in the amount of Seventy-six Thousand Five Hundred Seventy-one and 25/100 Dollars (\$76,571.25), for contributions due and owing for the period of November, 1991 through November, 1992, plus Thirty-six Thousand Six Hundred Seventy-two and 78/100 Dollars (\$36,672.78) for delinquent Note payments and interest, plus One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1750.00) for attorneys fees and costs, and it is further ORDERED that:

1. Defendants, All Sign Corporation and John C. Peterson, shall pay Plaintiffs the amount of Twenty-eight Thousand Seven Hundred Forty-eight and 50/100 Dollars (\$28,748.50) as a down payment on the total amount due as set forth above on or before February 1, 1993;

2. Commencing on March 1, 1993 and on the 1st day of each consecutive and succeeding calendar month thereafter for 13 months, the Defendants, All Sign Corporation and John C. Peterson, shall pay Plaintiffs the amount of Six Thousand Three Hundred Ninety-six and 00/100 Dollars (\$6,396.00) per month or more, until the entire balance of Eighty-six Thousand Two Hundred Forty-five and 53/100 Dollars (\$86,245.53), plus interest at a rate of seven percent (7%), is paid in full;

3. Defendants, to secure the payments set forth above, hereby grant to Plaintiffs a security interest against the billboards identified in Exhibit A, attached hereto, and shall

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execute and deliver to Plaintiffs such U.C.C. financing statements as required by Plaintiffs;

4. Upon the sale of a majority of the billboards identified herein as security, Plaintiffs agree to release its security interest in those billboards sold, in exchange for immediate payment of at least thirty percent (30%) of the outstanding note balance and substitute first lien security interest in all of All Sign's vehicles, equipment and inventory.

5. Defendants shall further agree to make timely payments of all current contributions which will accrue during the payment period of this Judgment to each of the Plaintiffs in accordance with the applicable collective bargaining agreement;

6. Plaintiffs stipulate that as long as all payments are timely made in accordance with the provisions of this Judgment, Plaintiffs will take no action to execute upon this Judgment. It is further agreed between the parties and Ordered that Defendants shall be granted a one week grace period as to each and every monthly payment due under this judgment entry prior to any execution thereon;

7. It is expressly agreed that Defendants may pay the entire judgment amount or a portion of the judgment amount prior to the schedule set forth above without penalty. If Defendants prepaid any amount of this judgment, the overpayment will reduce the principal owed and future interest payments. Monthly payments will thereafter be recalculated according to the terms of this agreement.

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8. It is expressly understood and agreed by the parties that this stipulation does not affect the force or validity of this Judgment, and that the effect of this Judgment is not conditioned upon the ability or willingness of Defendants to make satisfaction of this Judgment.

9. It is also expressly understood and agreed by the parties that upon any failure of Defendants to make any of the payments specified above, subject to the grace period provision, the total amount of this Judgment One Hundred Fourteen Thousand Nine Hundred Ninety-four and 03/100 Dollars (\$114,994.03) less any payments thereon, shall become immediately due and payable. Further, execution proceedings may be immediately commenced for the full amount of the outstanding Judgment, without notice or legal formality, and, upon default, interest at the rate of ten percent (10%) per annum shall accrue on the balance of said Judgment; and

10. The Sign & Display Health and Welfare fund shall promptly pay all covered hospital, doctor and related medical claims incurred by reported employees of All Sign Corp. which arose during the time period that All Sign's contributions became delinquent through the date this Consent Judgment is entered. Specifically, all covered medical claims by the employee George Novak, shall be paid as if no delinquency had occurred and he shall be entitled to all benefits and reimbursements for medical expenses as the health and welfare plan provides for employees of employers in good standing.

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11. All claims, interest and monies due the Plaintiffs from both defendants relating to existing promissory notes and loan agreements relating to prior contribution deficiencies have been compromised and included within this Consent Judgment and said notes and loan agreements shall be terminated and of no further effect

12. All penalties, fines and interest as provided the Plaintiffs under Exhibit "A" of their Complaint and Amended Complaint or as provided by law have been compromised and fully set forth or waived in this Consent Judgment.

13. Defendants shall pay the court costs of this action.

IT IS SO ORDERED:

Greg M. White
UNITED STATES DISTRICT JUDGE
1-21-93

APPROVED AS TO FORM:

SHUMAKER, LOOP & KENDRICK

Robert A. Koenig
Robert A. Koenig
1000 Jackson
Toledo, OH 43624
Tele: (419) 241-9000
Attorneys for Plaintiffs

DENNIS J. KRISIK, LTD.

Dennis J. Krisik
Dennis J. Krisik
208 South LaSalle Street
Chicago, Illinois 60604
Tele: (312) 235-5242
Attorneys for Defendants

CONSENT TO JUDGMENT:

ALL SIGN CORPORATION

John C. Peterson
By John C. Peterson
Its President

John C. Peterson

John C. Peterson
Individually

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ALL-SIGN CORPORATION

SIGNBOARD INVENTORY

<u>Location</u>	<u>Size</u>	<u>Yearly gross income</u>
I-294 & 132nd	14 X 48 D.F.	612,900.
I-294 & Kedzie	20 X 60 D.F.	30,000.
117th & Pulaski	10 X 24 D.F.	6,300.
3972 W. Columbus	14 X 48 D.F.	19,704.
79th & Kedzie	14 X 48 Tri.F.	15,000.
I-294 & 129th	20 X 60 D.F.	32,400.
102nd & S.W. Hwy.	10'6X36 D.F.	12,600.
85th & Cicero	14 X 48 D.F.	21,600.
State & Randolph	40 X 43 S.F.	22,000.
87th & Pulaski	10'6X36 Tri.F.	21,600.

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EXHIBIT A

UNOFFICIAL COPY

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B.I.N. 24-17-113-013
6355 w. Washington
Chicago Ridge, Ill.

Legal Description

Lots 31 and 32 in Block 3
in Chicago Ridge, a subdivision
of the northwest 1/4 of Section 17,
Township 37 north, Range 13,
East of the Third Principal
Meridian, in Cook County Illinois
except that part of lots 31 & 32 in
Block 3 lying west of a line 17.0
feet East of and Parallel with
the East line of Ridgeland Avenue
(33.0 feet East of and Parallel
with the West line of the
northwest 1/4 of Section 17, Township
37 north, Range 13, East of the
Third Principal Meridian) in Chicago
Ridge subdivision of said Section
17, recorded March 22, 1893 as
document 1835063, all in Cook County,
Illinois.

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AO 431 (Rev. 2/86) Certification of Judgment

United States District Court

STUART CUNNINGHAM, Clerk
U.S. DISTRICT COURT

NORTHERN

DISTRICT OF OHIO, EASTERN DIVISION

Sign & Display Industry Health
& Welfare Fund, et al.,

JUDGE WHITE

Plaintiffs

940

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CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

v.

All Sign Corporation, et al.,

Case Number: 1:92CV1249

Defendants.

I, _____, Clerk of this United States District Court

certify that the attached judgment is a true and correct copy of the original judgment entered in this ac-

tion on _____ as it appears in the records of this court, and that

no notice of appeal from this judgment has been filed, and no motion of any kind

listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed.

DEPT-01 RECORDING \$6.00

T#7777 TRAN 9671 04/25/94 15:47:00

47307 LC *-94-371971

COOK COUNTY RECORDER

IN TESTIMONY WHEREOF, I sign my name and affix the seal of this Court on

3/28/94

Date

DEPT-01 RECORDING \$35.50

T#7777 TRAN 9671 04/25/94 15:44:00

47305 LC *-94-371971

COOK COUNTY RECORDER

Clerk

Jennifer Dmalinski
(By) Deputy Clerk

After Reading
Return to:
Jennifer O'Malley
11550 LaSalle St - 31st Floor
Chicago, Ill. 60663

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BANK

"Insert the appropriate language: . . . "no notice of appeal from this judgment has been filed, and no motion of any kind listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed." . . . "no notice of appeal from this judgment has been filed, and any motions of the kinds listed in Rule 4(a) of the Federal Rules of Appellate Procedure (*) have been disposed of, the latest order disposing of such a motion having been entered on (date)." . . . "an appeal was taken from this judgment and the judgment was affirmed by mandate of the Court of Appeals issued on (date)." . . . "an appeal was taken from this judgment and the appeal was dismissed by order entered on (date)."

(*Note: The motions listed in Rule 4(a), Fed. R. App. P., are motions: for judgment notwithstanding the verdict; to amend or make additional findings of fact; to alter or amend the judgment; for a new trial; and for an extension of time for filing a notice of appeal.)

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JUN 22 1992

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Sign & Display Industry Health
& Welfare Fund

Plaintiffs,

-vs-

All Sign Corporation, et al,

Defendants.

Case No. 1:92CV1249

Judge White

CONSENT JUDGMENT ENTRY

* *

Pursuant to the express consent of Defendants, All Sign Corporation and John C. Peterson, the Court enters Judgment in favor of Plaintiffs and against Defendants as to all claims stated in the Complaint and Defendants hereby confess judgment as to such claims.

It is expressly understood and stipulated that this Consent Judgment has the same force and effect as if rendered by the Court following trial on the merits.

WHEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED that Plaintiffs, Sign & Display Industry Health & Welfare Fund, International Brotherhood of Painters and Allied Trades Union and

Property of Cook County Clerk's Office

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Industry Pension Fund, and Sign & Display Local No. 830 Apprenticeship and Retraining Fund, should be, and hereby are, GRANTED JUDGMENT against Defendants, All Sign Corporation and John C. Peterson, in the amount of Seventy-six Thousand Five Hundred Seventy-one and 25/100 Dollars (\$76,571.25), for contributions due and owing for the period of November, 1991 through November, 1992, plus Thirty-six Thousand Six Hundred Seventy-two and 78/100 Dollars (\$36,672.72), for delinquent Note payments and interest, plus One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1750.00) for attorneys fees and costs, and it is further ORDERED that:

1. Defendants, All Sign Corporation and John C. Peterson, shall pay Plaintiffs the amount of Twenty-eight Thousand Seven Hundred Forty-eight and 50/100 Dollars (\$28,748.50) as a down payment on the total amount due as set forth above on or before February 1, 1993;

2. Commencing on March 1, 1993 and on the 1st day of each consecutive and succeeding calendar month thereafter for 13 months, the Defendants, All Sign Corporation and John C. Peterson, shall pay Plaintiffs the amount of Six Thousand Three Hundred Ninety-six and 00/100 Dollars (\$6,396.00) per month or more, until the entire balance of Eighty-six Thousand Two Hundred Forty-five and 53/100 Dollars (\$86,245.53), plus interest at a rate of seven percent (7%), is paid in full;

3. Defendants, to secure the payments set forth above, hereby grant to Plaintiffs a security interest against the billboards identified in Exhibit A, attached hereto, and shall

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execute and deliver to Plaintiffs such U.C.C. financing statements as required by Plaintiffs;

4. Upon the sale of a majority of the billboards identified herein as security, Plaintiffs agree to release its security interest in those billboards sold, in exchange for immediate payment of at least thirty percent (30%) of the outstanding note balance and substitute first lien security interest in all of All Sign's vehicles, equipment and inventory.

5. Defendants shall further agree to make timely payments of all current contributions which will accrue during the payment period of this Judgment to each of the Plaintiffs in accordance with the applicable collective bargaining agreement;

6. Plaintiffs stipulate that as long as all payments are timely made in accordance with the provisions of this Judgment, Plaintiffs will take no action to execute upon this Judgment. It is further agreed between the parties and Ordered that Defendants shall be granted a one week grace period as to each and every monthly payment due under this judgment entry prior to any execution thereon;

7. It is expressly agreed that Defendants may pay the entire judgment amount or a portion of the judgment amount prior to the schedule set forth above without penalty. If Defendants prepaid any amount of this judgment, the overpayment will reduce the principal owed and future interest payments. Monthly payments will thereafter be recalculated according to the terms of this agreement.

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8. It is expressly understood and agreed by the parties that this stipulation does not affect the force or validity of this Judgment, and that the effect of this Judgment is not conditioned upon the ability or willingness of Defendants to make satisfaction of this Judgment.

9. It is also expressly understood and agreed by the parties, that upon any failure of Defendants to make any of the payments specified above, subject to the grace period provision, the total amount of this Judgment One Hundred Fourteen Thousand Nine Hundred Ninety four and 03/100 Dollars (\$114,994.03) less any payments thereon, shall become immediately due and payable. Further, execution proceedings may be immediately commenced for the full amount of the outstanding Judgment, without notice or legal formality, and, upon default, interest at the rate of ten percent (10%) per annum shall accrue on the balance of said Judgment; and

10. The Sign & Display Health and Welfare fund shall promptly pay all covered hospital, doctor and related medical claims incurred by reported employees of All Sign Corp. which arose during the time period that All Sign's contributions became delinquent through the date this Consent Judgment is entered. Specifically, all covered medical claims by the employee George Novak, shall be paid as if no delinquency had occurred and he shall be entitled to all benefits and reimbursements for medical expenses as the health and welfare plan provides for employees of employers in good standing.

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11. All claims, interest and monies due the Plaintiffs from both defendants relating to existing promissory notes and loan agreements relating to prior contribution deficiencies have been compromised and included within this Consent Judgment and said notes and loan agreements shall be terminated and of no further effect.

12. All penalties, fines and interest as provided the Plaintiffs under Exhibit "A" of their Complaint and Amended Complaint or as provided by law have been compromised and fully set forth or waived in this Consent Judgment.

13. Defendants shall pay the court costs of this action.

IT IS SO ORDERED:

George W. White
UNITED STATES DISTRICT JUDGE
1-21-93

APPROVED AS TO FORM:

SHUMAKER, LOOP & KENDRICK

Robert A. Koenig
Robert A. Koenig
1000 Jackson
Toledo, OH 43624
Tele: (419) 241-9000
Attorneys for Plaintiffs

DENNIS J. KRISIK, LTD.

Dennis J. Krisik
Dennis J. Krisik
208 South LaSalle Street
Chicago, Illinois 60604
Tele: (312) 236-5242
Attorneys for Defendants

CONSENT TO JUDGMENT:

ALL SIGN CORPORATION

By *John C. Peterson*
Its President

John C. Peterson

John C. Peterson
Individually

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UNOFFICIAL COPY

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ALL-SIEN CORPORATION

SIGNBOARD INVENTORY

<u>Location</u>	<u>Size</u>	<u>Yearly gross income</u>
I-294 & 132nd	14 X 48 D.F.	\$12,900.
I-294 & Kedzie	20 X 60 D.F.	30,000.
117th & Pulaski	10 X 24 D.F.	6,300.
3972 W. Columbus	14 X 48 D.F.	19,704.
79th & Kedzie	14 X 48 Tri.F.	15,000.
I-294 & 129th	20 X 60 D.F.	32,400.
102nd & S.W.Hwy.	10'6X36 D.F.	12,600.
85th & Cicero	14 X 48 D.F.	21,600.
State & Randolph	40 X 43 S.F.	22,400.
87th & Pulaski	10'6X36 Tri.F.	21,600.

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EXHIBIT A

UNOFFICIAL COPY

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6048 W. 124th St.

Palos Heights, Ill. 60463

P. I. N. 24-29-309-002

Legal Description

Lot Number 90 in Austin
View Addition, a subdivision
of part of the east 1/2 of the
Southwest 1/4 of Section 29,
Township 37 North, Range 13,
East of the Third Principal
Meridian, in Cook County, Ill.

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Cook County Clerk's Office

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Legal Description

B. L. N. 24-22-410-012

Lot 6 in Block 24 in
Arthur T. Mc Intosh & Co.
First addition to Garden
Homes Subdivision, a
subdivision of part of the
East 1/2 of the S.E. 1/4 of
Section 22, Township 37
North, Range 13, East of
the Third Principal meridian,
in Cook County, Illinois

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Cook County Clerk's Office

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AO 451 (Rev. 2/86) Certification of Judgment

STUART CUNNINGHAM, Clerk
U.S. DISTRICT COURT

United States District Court

NORTHERN

DISTRICT OF OHIO, EASTERN DIVISION

Sign & Display Industry Health
& Welfare Fund, et al.,

JUDGE WHITE

Plaintiffs

94371972

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

v.

All Sign Corporation, et al.,

Case Number: 1:92CV1249

Defendants.

I, _____, Clerk of this United States District Court

certify that the attached judgment is a true and correct copy of the original judgment entered in this ac-

tion on _____ as it appears in the records of this court, and that

• no notice of appeal from this judgment has been filed, and no motion of any kind

listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed.

DEPT-01 RECORDING \$35.50

47777 TRAN 9671 04/26/94 1544:00

47306 LC *-94-371972

COOK COUNTY RECORDER

IN TESTIMONY WHEREOF, I sign my name and affix the seal of this Court on

3/29/94

Date

Clerk

Jennifer Smolinski
(By) Deputy Clerk

Letter Recording
Return To:
Jennifer D'Malley
115 So. La Salle St - 31st Floor
Chicago, Ill. 60603

Insert the appropriate language: . . . "no notice of appeal from this judgment has been filed, and no motion of any kind listed in Rule 4(a) of the Federal Rules of Appellate Procedure has been filed." . . . "no notice of appeal from this judgment has been filed, and any motions of the kinds listed in Rule 4(a) of the Federal Rules of Appellate Procedure [] have been disposed of, the latest order disposing of such a motion having been entered on [date]." . . . "an appeal was taken from this judgment and the judgment was affirmed by mandate of the Court of Appeals issued on [date]." . . . "an appeal was taken from this judgment and the appeal was dismissed by order entered on [date]."

(*Note: The motions listed in Rule 4(a), Fed. R. App. P., are motions: for judgment notwithstanding the verdict; to amend or make additional findings of fact; to alter or amend the judgment; for a new trial; and for an extension of time for filing a notice of appeal.)

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Sign & Display Industry Health
& Welfare Fund

Plaintiffs,

-vs-

All Sign Corporation, et al,

Defendants.

) Case No. 1:92CV1249

) Judge White

) CONSENT JUDGMENT ENTRY

* *

Pursuant to the express consent of Defendants, All Sign Corporation and John C. Peterson, the Court enters Judgment in favor of Plaintiffs and against Defendants as to all claims stated in the Complaint and Defendants hereby confess judgment as to such claims.

It is expressly understood and stipulated that this Consent Judgment has the same force and effect as if rendered by the Court following trial on the merits.

WHEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED that Plaintiffs, Sign & Display Industry Health & Welfare Fund, International Brotherhood of Painters and Allied Trades Union and

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Property of Cook County Clerk's Office

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Industry Pension Fund, and Sign & Display Local No. 830 Apprenticeship and Retraining Fund, should be, and hereby are, GRANTED JUDGMENT against Defendants, All Sign Corporation and John C. Peterson, in the amount of Seventy-six Thousand Five Hundred Seventy-one and 25/100 Dollars (\$76,571.25), for contributions due and owing for the period of November, 1991 through November, 1992, plus Thirty-six Thousand Six Hundred Seventy-two and 78/100 Dollars (\$36,672.72) for delinquent Note payments and interest, plus One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1750.00) for attorneys fees and costs, and it is further ORDERED that:

1. Defendants, All Sign Corporation and John C. Peterson, shall pay Plaintiffs the amount of Twenty-eight Thousand Seven Hundred Forty-eight and 50/100 Dollars (\$28,748.50) as a down payment on the total amount due as set forth above on or before February 1, 1993;

2. Commencing on March 1, 1993 and on the 1st day of each consecutive and succeeding calendar month thereafter for 13 months, the Defendants, All Sign Corporation and John C. Peterson, shall pay Plaintiffs the amount of Six Thousand Three Hundred Ninety-six and 00/100 Dollars (\$6,396.00) per month or more, until the entire balance of Eighty-six Thousand Two Hundred Forty-five and 53/100 Dollars (\$86,245.53), plus interest at a rate of seven percent (7%), is paid in full;

3. Defendants, to secure the payments set forth above, hereby grant to Plaintiffs a security interest against the billboards identified in Exhibit A, attached hereto, and shall

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execute and deliver to Plaintiffs such U.C.C. financing statements as required by Plaintiffs;

4. Upon the sale of a majority of the billboards identified herein as security, Plaintiffs agree to release its security interest in those billboards sold, in exchange for immediate payment of at least thirty percent (30%) of the outstanding note balance and substitute first lien security interest in all of All Sign's vehicles, equipment and inventory.

5. Defendants shall further agree to make timely payments of all current contributions which will accrue during the payment period of this Judgment to each of the Plaintiffs in accordance with the applicable collective bargaining agreement;

6. Plaintiffs stipulate that as long as all payments are timely made in accordance with the provisions of this Judgment, Plaintiffs will take no action to execute upon this Judgment. It is further agreed between the parties and ordered that Defendants shall be granted a one week grace period as to each and every monthly payment due under this judgment entry prior to any execution thereon;

7. It is expressly agreed that Defendants may pay the entire judgment amount or a portion of the judgment amount prior to the schedule set forth above without penalty. If Defendants prepaid any amount of this judgment, the overpayment will reduce the principal owed and future interest payments. Monthly payments will thereafter be recalculated according to the terms of this agreement.

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8. It is expressly understood and agreed by the parties that this stipulation does not affect the force or validity of this Judgment, and that the effect of this Judgment is not conditioned upon the ability or willingness of Defendants to make satisfaction of this Judgment.

9. It is also expressly understood and agreed by the parties, that upon any failure of Defendants to make any of the payments specified above, subject to the grace period provision, the total amount of this Judgment One Hundred Fourteen Thousand Nine Hundred Ninety-four and 03/100 Dollars (\$114,994.03) less any payments thereon, shall become immediately due and payable. Further, execution proceedings may be immediately commenced for the full amount of the outstanding Judgment, without notice or legal formality, and, upon default, interest at the rate of ten percent (10%) per annum shall accrue on the balance of said Judgment; and

10. The Sign & Display Health and Welfare fund shall promptly pay all covered hospital, doctor and related medical claims incurred by reported employees of All Sign Corp. which arose during the time period that All Sign's contributions became delinquent through the date this Consent Judgment is entered. Specifically, all covered medical claims by the employee George Novak, shall be paid as if no delinquency had occurred and he shall be entitled to all benefits and reimbursements for medical expenses as the health and welfare plan provides for employees of employers in good standing.

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11. All claims, interest and monies due the Plaintiffs from both defendants relating to existing promissory notes and loan agreements relating to prior contribution deficiencies have been compromised and included within this Consent Judgment and said notes and loan agreements shall be terminated and of no further effect.

12. All penalties, fines and interest as provided the Plaintiffs under Exhibit "A" of their Complaint and Amended Complaint or as provided by law have been compromised and fully set forth or waived in this Consent Judgment.

13. Defendants shall pay the court costs of this action.

IT IS SO ORDERED:

[Signature]
UNITED STATES DISTRICT JUDGE
1-21-93

94ES0177

APPROVED AS TO FORM:

SHUMAKER, LOOP & KENDRICK

[Signature]
Robert A. Koenig
1000 Jackson
Toledo, OH 43624
Tele: (419) 241-9000
Attorneys for Plaintiffs

DENNIS J. KRISIK, LTD.

[Signature]
Dennis J. Krisik
208 South LaSalle Street
Chicago, Illinois 60604
Tele: (312) 236-5242
Attorneys for Defendants

94371972

CONSENT TO JUDGMENT:

ALL SIGN CORPORATION

[Signature]
BY John C. Peterson
Its President

John C. Peterson

[Signature]
Individually

UNOFFICIAL COPY

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ALL-SIGN CORPORATION

SIGNBOARD INVENTORY

<u>Location</u>	<u>Size</u>	<u>Yearly gross income</u>
I-294 & 132nd	14 X 48 D.F.	\$12,900.
I-294 & Kedzie	20 X 60 D.F.	30,000.
117th & Pulaski	10 X 24 D.F.	4,300.
3972 W.Columbus	14 X 48 D.F.	19,704.
79th & Kedzie	14 X 48 Tri.F.	15,000.
I-294 & 129th	20 X 60 D.F.	32,400.
102nd & S.W.Hwy.	10'6X36 D.F.	12,600.
85th & Cicero	14 X 48 D.F.	21,600.
State & Randolph	40 X 43 S.F.	62,400.
87th & Pulaski	10'6X36 Tri.F.	21,600.

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EXHIBIT A

UNOFFICIAL COPY

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94371972

P. I. N. 24-24-214-027

11230 Western Ave.

Palos Heights, Ill. 60463

Legal Description

Lot 11 in F. A. Hills Addition
to Morgan Park, being a
subdivision of part of the
northeast 1/4 of the northeast
1/4 of Section 29, Township
37 north, Range 13, east of
the Third Principal meridian,
in Cook County, Illinois

Property

94371972

94371972

Office