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. #3293 ÷ BK *-96-654447
. COOK COUNTY RECORDER

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

29.00

CITY OF CHICAGO, a municipal corporation,

Plaintiff,

v.

First National Bank of Niles
as Trustee under Trust Number
751, Ronald Borchardt, Yolanda
Borchardt, and Fernando E.
Palomino,

Defendants.

Case Number 96 M1 402269

Re: 1416 North Noble St.

ORDER OF DISMISSAL AND PERMANENT INJUNCTION

This cause coming to be heard on the court's status call, all parties being duly notified, the Court being fully advised in the premises, and the parties having entered into a Settlement Agreement, it is hereby ordered that this case is dismissed without prejudice and without costs subject to the terms of the attached Settlement Agreement, including the permanent injunction contained therein.

ENTERED

Judge, Room 1107

JUN 24 1996

JUDGE
ROBERT R. RETKE - 205

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SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 24th day of June, 1996 by and between the City of Chicago ("City"), on the one hand, and Ron Borchardt, Yolanda Borchardt, and First National Bank of Niles as Trustee under Trust Number 751 ("Defendants"), on the other hand.

WHEREAS, the City has filed a complaint for equitable and other relief, currently pending in the Circuit Court of Cook County, Illinois, Municipal Department, First District, as Case Number 96 M1 402269 seeking an injunction and fines for alleged violations of the City's zoning ordinance ("Lawsuit"); and

WHEREAS, the defendants represent that they own and maintain control over the property located at 1416 North Noble Street, Chicago (the "subject property"); and

WHEREAS, the defendants have contested the Lawsuit and, through their attorney, asserted affirmative defenses; and

WHEREAS, the parties consider it to be in their respective best interests to settle and compromise all claims and disputes between them in the manner set forth herein; and

WHEREAS, the parties agree and acknowledge that this Settlement Agreement is a compromise of disputed claims and defenses and is not an admission of any claim or defense, or of any liability, wrongdoing, or actionable conduct by either party. Further, settlement of this action shall not be construed as a waiver by any of the parties of any legal arguments that would be propounded by any party if this matter were to be fully litigated; and

WHEREAS, the parties agree that the terms of this Settlement Agreement have been written in a joint effort by both parties; and

WHEREAS, the parties agree that this Settlement Agreement is the entire agreement between the parties and that no promises or representations have been made by any party other than what is contained in this Settlement Agreement. Any amendment or modification to this Settlement Agreement must be in writing and signed by authorized representatives of the parties hereto; and

WHEREAS, the parties represent that the terms of this Settlement Agreement have been read and are fully understood and voluntarily accepted.

NOW therefore, in consideration of the terms and conditions set forth herein, the parties hereto agree, and it is hereby ordered, as follows:

1. The Lawsuit shall be dismissed with prejudice and without costs subject only to the Court retaining jurisdiction

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for purposes of enforcing this Settlement Agreement and Order of Permanent Injunction.

2. Defendants, their agents, heirs, successors, or assigns shall be permanently enjoined -- beginning September 3, 1996 -- from maintaining a commercial advertising sign or other sign exceeding the dimensions of eighteen inches in height by eighteen inches in width on the subject property.
3. Defendants shall pay a fine to the City in the amount of \$100 per day for each and every day past September 3, 1996, in which the defendants place or maintain on the subject property a commercial advertising sign or other sign exceeding the dimensions of eighteen inches in height by eighteen inches in width.

CITY OF CHICAGO

RON BORCHARDT, YOLANDA BORCHARDT
and FIRST NATIONAL BANK OF NILES
as Trustee Under Trust No. 751

By: 
Kenneth L. Schmetterer
Assistant Corporation Counsel
30 North LaSalle Street
Suite 700
Chicago, Illinois 60602
(312) 744-0210
Attorney Number 90909

BY: 
Monte Viner
Attorney At Law
11 S. LaSalle Street
Chicago, Illinois 60603
(312) 332-4444
Attorney Number 10190

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PROPERTY DESCRIPTION

PIN NUMBER: 17-05-110-041

The South 27 feet of Lot 41 in Charles Cleaver's Subdivision of Block 7, in Canal Trustees' Subdivision of part of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The property is commonly known as 1416 North Noble Street, in Chicago.

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DEFENDANTS

FIRST NATIONAL BANK OF NILES, as
Trustee under Trust No. 751
7100 Oakton Street
Niles, Illinois 60714-3097

FIRST SECURITY BANK OF CHICAGO
191 East Pearson Street
Chicago, Illinois 60611

RONALD BORCHARDT
1624 East Chicago Street
Elgin, Illinois 60120

YOLANDA BORCHARDT
1624 East Chicago Street
Elgin, Illinois 60120

FERNANDO E. PALOMINO
4918 North Kostner
Chicago, Illinois 60630

or 1416 North Noble Street
Chicago, Illinois

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