

UNOFFICIAL COPY 98929008

2364/0023 52 001 Page 1 of 2
1998-10-16 08:36:44
Cook County Recorder 23.50

when recorded return to:
Nationwide Title Clearing
420 N. Brand Blvd. 4th Fl
Glendale, CA 91203
FMS#:7715433
BU#: 6243391
GNMA 815844



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FLEET MORTGAGE CORP. a South Carolina Corp., whose address is 1331 Main Street, Columbia, SC 29201, (assignor), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon to BANK UNITED, a Federally Chartered Savings Bank, whose address is 3200 Southwest Freeway, Suite 1600, Houston, TX 77027 its successors or assigns, (assignee). Said mortgage bearing the date 12/08/92, made by ANTOINE L MACK to AMERICAN STATES MORTGAGE, INC. and recorded in the Recorder or Registrar of Titles of COOK County, Illinois in Book Page as Instr# 93-009285 upon the property situated in said State and County as more fully described in said mortgage or herein to wit:
SEE EXHIBIT 'A' ATTACHED

commonly known as:1912 E 218TH STREET
07/03/98 SAUK VILLAGE, IL 60411 32-25-318-012
FLEET MORTGAGE CORP. f/k/a Fleet Real Estate Funding Corp.
successor by merger to Plaza Home Mortgage Servicing Corporation

By Talin Gheyvandian
TALIN GHEYVANDIAN VICE PRESIDENT

STATE OF CALIFORNIA COUNTY OF LOS ANGELES
The foregoing instrument was acknowledged before me this 3rd day of July, 1998, by TALIN GHEYVANDIAN of FLEET MORTGAGE CORP. f/k/a Fleet Real Estate Funding Corp. successor by merger to Plaza Home Mortgage Servicing Corporation on behalf of said CORPORATION.

JIM BEASLEY Notary Public
My commission expires:02/26/1999
Prepared by:
M.Hoy/NTC, 420 N. Brand Bl 4th Fl Glendale, CA 91203 (800)346-9152
SS 363SS



Handwritten initials/signature

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EXHIBIT 'A'

7715433

LOT 12 IN BLOCK 23 IN SOUTHDALE SUBDIVISION UNIT II, A
SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 35 NORTH, RANGE
14, LYING NORTH OF SUAK TRAIL ROAD, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 29, 1958 AS DOCUMENT NUMBER 17331660, IN COOK
COUNTY, ILLINOIS.

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COMPLIANCE SCHEDULE

7. Defendant agrees and stipulates that in correcting the violations described in paragraph 3 of this consent decree all employees, agents and other persons working on defendant's behalf will timely apply for and obtain all the permits required to perform the necessary work, and will apply for and obtain a Certificate of Occupancy if one is required, and that defendant and its employees and agents are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request.
8. Defendant agrees and stipulates that in correcting the violations described in paragraph 3 of this consent decree all necessary repair, renovation and construction will be done by licensed contractors and that the work shall meet or exceed the requirements of the Code. Defendant further agrees that the determination of the extent of compliance with the Code shall be made solely by the City's building inspectors. Defendant further agrees to allow the City's inspectors to conduct all necessary inspections (both interior and exterior) and to contact the City's inspectors at 312/744-7878 within one week of the completion date set forth in paragraph 9 of this consent decree to arrange for an inspection to determine the status of compliance with the provisions of the Municipal Code.
9. To correct the violations of the Code set forth in paragraph 3 of this consent decree, defendant shall start work immediately upon receipt of proper permits and shall complete all work by February 1, 1999. Defendant acknowledges that permits are required for repair work on the property. Defendant agrees to provide proof of application for all necessary permits to the Assistant Corporation Counsel no later than October 1, 1998. Once the necessary permits have been obtained the repair and rehabilitation work shall be performed along the following schedule:
 - a) Repair roof, tuckpointing one month after permit issuance.
 - b) Complete roughing of the interior, repair structural members, joists, bearing walls, vital systems, and install windows on the second floor two months after permit issuance.
 - c) Complete finish work on the upper apartments and drywall both floors of the subject property three months after permit issuance
 - d) Complete finish work on first floor, install all windows and install commercial doors four months after permit issuance
 - e) In no event shall any of the above-referenced work remain incomplete as of February 1, 1999.

Further, defendant agrees to call the Department of Buildings inspector for an interior inspection no later than September 1, 1998. Defendant agrees to call the Department of Buildings inspector for a second interior inspection no later than December 14, 1998 and a final interior inspection no later than February 1, 1999.

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DEFENDANT'S OTHER OBLIGATIONS

10. Defendant agrees to pay, in addition to its own costs, all outstanding litigation costs incurred by the City to date in this action in the amount of \$499.00., and has paid as referenced by receipt number
11. Defendant agrees to maintain insurance sufficient to insure the City from and against any and all claims, demands and actions for personal injury, death or property damage in an amount not less than \$50,000.00, combined single limit. Defendant further agrees to furnish or cause to be furnished to the City a certificate or certificates of insurance evidencing the insurance required by this paragraph, issued by a company or companies reasonably satisfactory to the City, and in form and content reasonably satisfactory to this City.
12. Defendant agrees and stipulates that the subject building shall be monitored daily and shall be surrounded by a secure fence until the completion date set forth in paragraph 9 of this consent decree.
13. Defendant agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at defendant's own expense. *If, at any time before the subject building is determined to be in substantial compliance with the Code, the City's inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject building, defendant shall, at its own expense, correct those conditions or cause them to be corrected within forty-eight (48) hours after receiving notice from the City. The City shall give notice of violations and/or unsafe conditions under this paragraph by facsimile transmission and U.S. Mail to one or more of the following persons:*

James and Gertrude Stevens
915 Princeton Circle Drive
Hanover Park, IL 60103
(630) 830-3405

James Stevens
c/o Micro Tech
(773) 775-1204 x.200 (telephone)
(773) 775-1207 (facsimile)

Defendant agrees and stipulates that he shall not deny notice of any dangerous or unsafe conditions when the persons listed above have been contacted.

14. Defendant agrees to notify the City if, at any time before the subject building is determined to be in substantial compliance with the Code, there is any change or modification in the ownership of the subject building, or if defendant ceases to have full control over the subject building for any reason whatsoever (including but not limited to the granting of a mortgage or other security interest in the subject building, the introduction of new investors in the building, or the placement of the subject building in a

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land trust), or if any legal proceedings are instituted affecting defendant's ownership or ability to comply with this consent decree (including but not limited to assignments, bankruptcies, and liens on the property). Notice shall be given by facsimile transmission and U.S. Mail directed to:

Susan M. Johlje
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
(312) 744-6472 phone
(312) 744-1054 fax

REMEDIES AND PENALTIES

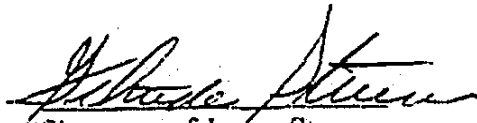
15. Should an act of God or the like prevent or delay the completion of the work in the time scheduled in paragraph 9 of this consent decree, defendant shall, with notice to the City, petition the Court for an extension of time. The petition for an extension must be filed within ten (10) working days of the act causing the delay. Failure to apply for an extension within the 10 working days shall constitute a waiver of this right to extend the time schedule and shall subject defendant to the penalties set forth in paragraph 16 of this consent decree.
16. If defendant fails to correct each of the violations of the Code set forth in paragraph 3 of this consent decree according to the schedule set forth in paragraph 9, the penalty for violation of this consent decree will be:
- A. A fine of \$200.00/per day of violation commencing on the first day after either the interim completion dates or the final scheduled completion date stated in paragraph 9 of this consent decree, AND/OR
 - B. Upon motion of the City, a hearing as to why defendant should not be held in contempt of court and punished accordingly for violation of this consent decree based upon either violation of the final scheduled completion date or the violation of any of the intermediate completion dates outlined in paragraph 9 of this consent decree AND/OR
 - C. Upon motion of the City, the re-instatement of this case and the entry of any appropriate relief, including but not limited to fines for non-compliance with the Building Code and the reinstatement of the original complaint seeking authorization to demolish the property.

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DISMISSAL

17. This case is dismissed subject to compliance with the terms of this consent decree.

FOR THE DEFENDANT

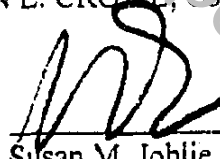

Signature of James Stevens


Signature of Gertrude Stevens

FOR THE CITY OF CHICAGO

BRIAN L. CROWE, Corporation Counsel, City of Chicago (#90909)

By:


Susan M. Johlle
Assistant Corporation Counsel
30 N. LaSalle St., Suite 700
Chicago, IL 60602
312/744-6472

ENTERED:

JUDGE MICHAEL J. MURPHY

AUG 28 1998

Circuit Court-209

98928208

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

CITY OF CHICAGO, a municipal)
corporation.)
Plaintiff,) No. 98 MI 401819
)
v.) Re: 3646-50 W. 16th Street
James Stevens, Gertrude Stevens, Willie)
Long, et al.) Courtroom 1111
)
Defendants.)

AGREED ORDER TO DISMISS WITH LEAVE TO REINSTATE

This cause coming before the Court by agreement of the parties, the Court having jurisdiction of the parties and being advised that the parties have settled and compromised the matters in controversy:

IT IS HEREBY ORDERED that Plaintiff's Complaint be dismissed subject to the terms of the parties' Consent Decree, which is made part of this Order and a copy of which is attached hereto.

IT IS FURTHER ORDERED that, should Defendant(s) fail to comply with the terms of the Consent Decree, Plaintiff City of Chicago shall have leave to reinstate this action and to enforce any and all remedies that are specifically identified in the Consent Decree or that are otherwise allowed by law, including, but not limited to, contempt proceedings.

IT IS FURTHER ORDERED that, should the Consent Decree be revoked for any reason, Plaintiff City of Chicago shall have leave to reinstate this action.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction of this cause to enforce the terms of the Consent Decree.

Entered:

Judge

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