

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

FIRST NATIONAL BANK OF CHICAGO,
Plaintiff,

v.

NATIONAL BOULEVARD BANK OF CHICAGO,
et al.,
Defendants.

Case No. 96 CH 1537

ENTERED

FEB 11 1998

JUDGE
RONALD C. RILEY-0271

AGREED ORDER

This matter coming before the Court on the City of Chicago's Motion for Substitution of Receiver, hearing having commenced and the First National Bank of Chicago and the City of Chicago then reaching an agreement, no other defendants having presented any objections to the motion, and the Court being fully apprised in the premises, IT IS HEREBY ORDERED:

1. H.F. Development, Inc. is discharged as Receiver pendente lite of the premises located at 445 N. Sacramento (the "Sacramento Property") effective as of the date of this order and H.F. Development, Inc. is fully and finally discharged from further liability in this case in its capacity as Receiver. H.F. Development, Inc. has received all compensation to which it is due as Receiver in this case from the First National Bank of Chicago and is due no further payment as Receiver.

2. The Receiver's Class "B" Report filed with the Court on January 26, 1998 is deemed properly filed and no further reports are required to be filed by the discharged Receiver, H.F. Development, Inc. Further, the Receiver's Report herein referred to is confirmed and approved.

3. The City of Chicago (the "City") is hereby appointed Receiver of the Sacramento Property, in accordance with 735 ILCS 5/15-1702(b) and 735 ILCS 5/15-1704, with all of the usual powers of receivers, including but not limited to the duty to preserve, protect and secure the Sacramento Property. The City assumes no liability for action taken by or arising during the period of time in which H.F. Development, Inc. was acting as Receiver.

UNOFFICIAL COPY

98162221

Page 3 of 5

- 2 -

4. H.F. Development, Inc. shall immediately surrender the Sacramento Property to the City of Chicago and shall immediately turn over to the City all ledgers, leases, subleases, insurance policies, equipment, supplies, documents and personalty pertaining to the Sacramento Property and its operations.

5. The City shall file a Receiver's Report on or before January 26, 1999, an additional report annually thereafter, and a final report upon the termination of the receivership.

6. For good cause shown, the Receiver's bond is waived in connection with the appointment of the City as Receiver.

7. The Plaintiff, First National Bank of Chicago (the "Bank"), is granted a Receiver's lien on the proceeds from the sale of the Sacramento Property in the amount of one hundred fifty thousand dollars (\$150,000.00) in full and complete satisfaction of all payments made by the Bank to H.F. Development, Inc. and all other costs and fees incurred by the Bank which are not included in the Judgment and Decree of Foreclosure and Sale entered on March 17, 1997. No interest shall accrue on this \$150,000.00 Receiver's lien. H.F. Development, Inc. shall file an Affidavit and issue a Receiver's Certificate to the Bank giving the Bank a priority receiver's lien, in the amount of \$150,000.00, over all parties including but not limited to the City of Chicago, setting forth the costs incurred by H.F. Development, Inc. in connection with its involvement with the Sacramento Property. Pursuant to the Receiver's Certificate issued by H.F. Development, Inc., the Bank shall be entitled to the first one hundred fifty thousand dollars (\$150,000.00) of any sale by the City of Chicago or the City of Chicago, as Receiver, of the Sacramento Property to be paid in good funds. A credit bid will not be sufficient to satisfy the Bank's \$150,000.00 receiver's lien. Neither the City of Chicago or the City of Chicago, as Receiver, shall transfer the Sacramento Property to a third party for less than the sum of one hundred fifty thousand dollars, unless the Bank's \$150,000.00 receiver's lien is fully paid to the Bank. Any request by the City to use the property for its own benefit or to enter into a lease agreement or joint venture agreement must be approved by this Court upon the City's motion with notice to the Bank and must provide for payment to the Bank of the Bank's \$150,000.00 receiver's lien. The Bank will be entitled to any payments made under a lease agreement or joint venture up to the satisfaction of its Receiver's lien of \$150,000.00. The City of Chicago or the City of Chicago, as Receiver is required to give notice to the Bank through its attorneys, Schwartz & Freeman, to the attention of William L. Kabaker, 401 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611, of any of the matters set forth in this paragraph.

8. The Bank agrees it will not move to dismiss this case without the consent of the City.

9. The Order for Appointment of Selling Officer entered by this Court on March 17, 1997 is hereby vacated. The Bank shall not petition this court for sale of the Sacramento Property while the City continues as Receiver of the Sacramento Property, and no sale of the Sacramento Property shall be set by this Court without the consent of the City of Chicago.

10. The City, as Receiver, may proceed to clean, remediate and bring the Sacramento Property into compliance with the City's ordinances. However, this does not impose any obligation upon the City to bring the Sacramento Property into full compliance with the City's ordinances or any other laws or regulations.

11. The City is hereby granted a Receiver's lien, subject to prove-up of the amounts expended in cleaning and remediating the Sacramento Property, inferior only to the one hundred fifty thousand dollar lien of the Bank as set forth in Paragraph 7 above, and superior to the Bank's March 17, 1997 Judgment and Decree of Foreclosure and Sale and to all prior or subsequent liens recorded or existing, known or unknown, against the Sacramento Property. This Receiver's lien is granted to reimburse the City for the City's costs incurred in cleaning, remediating and bringing the Sacramento Property into compliance with the City's ordinances.

12. The City shall file a copy of this order with the Recorder of Deeds Office as adequate notice of the City's Receiver's lien and the Bank's \$150,000.00 Receiver's lien, as set forth in Paragraph 7 above, on the Sacramento Property. The testimony heard in this case to date, estimates the amount of the City's Receiver's lien to exceed four million dollars \$4,000,000.00. The Receiver's lien issued to the City shall be prior and superior to the interest, lien or right of any tax buyer, pursuant to the provisions of 735 ILCS 200/22-35, and must be paid in full before the issuance of a tax deed by any court.

13. The actual amount of the Receiver's lien granted to the City on the Sacramento Property shall be determined by this Court following notice and hearing. The City's receiver's lien shall accrue at the time the City commences work on the Sacramento Property and judgment in the amount of the lien shall be entered in favor of the City and formally recorded following hearing on the amount of the lien as determined by this Court. The City, at its sole discretion, may petition the Court for a hearing on the amount of its Receiver's lien periodically as costs are incurred or at the conclusion of the City's work on the Sacramento

Property. All amounts granted to the City as its Receiver's lien shall also be entered as judgment liens against the Sacramento Property and in favor of the City of Chicago, subordinate only to the Bank's Receiver's lien of \$150,000.00.

14. After the final amount of the City's Receiver's lien has been determined by this Court, upon request of the City, the Court shall appoint a selling officer for the sale of the Sacramento Property.

15. In the event the City is a purchaser of the mortgaged real estate at such sale, the City may offset against the purchase price of the Sacramento Property the amounts due to the City under the City's Receiver's lien and judgment. If no bidder exceeds the amount of the City's Receiver's lien plus the \$150,000.00 due to the Bank on its Receiver's lien, the Sacramento Property will be sold to the City, upon payment of the \$150,000.00 Receiver's lien amount to the Bank.

16. The Judgment of Foreclosure entered in this case on March 17, 1997 is amended to strike paragraphs 2, 3 and 4 of the relief granted on Pages 6 and 7. These paragraphs appoint the selling officer, set the terms for sale of the Sacramento Property and set forth the distribution of the proceeds of sale.

17. The distribution of the proceeds from the sale of the Sacramento Property shall be made in the following order of priority:

- A. The Sales Officer for his disbursements and commissions;
- B. To the First National Bank of Chicago in payment of the One Hundred Fifty Thousand Dollar Receiver's lien of the First National Bank of Chicago, as set forth in Paragraph 7 of this order;
- C. To the City of Chicago in payment of its Receiver's lien as set forth in Paragraphs 9, 10 and 11 of this order;
- D. To the First National Bank of Chicago in payment of the judgment of foreclosure in the amount of One Million, Three Hundred Fifty

Thousand, Nine Hundred Ninety-Two and 03/100 Dollars entered by this court on March 17, 1997; and

E. To all other claimants against the property in order of priority.

18. This Court retains jurisdiction in this matter to effectuate the terms of this Order.

P.I.N.'s: 16-12-113-031-0000
16-12-114-002-0000
16-12-114-010-0000
16-12-114-014-0000
16-12-114-019-0000
16-12-114-021-0000
16-12-114-023-0000

ENTERED:

ENTERED

Judge

Judge's No. FEB 11-1998

JUDGE
RONALD C. RILEY *RCR*

Attorney for City of Chicago

[Signature]

Attorney for
First National Bank of Chicago

H.F. Development, Inc.
Discharged Receiver

By: *[Signature]*

Donald D. Hammel
President

90909
BRIAN L. CROWE
CORPORATION COUNSEL
Esther E. Tryban Telser
Assistant Corporation Counsel
City of Chicago; Dept. of Law
30 N. LaSalle; Room 900
Chicago, IL 60602
(312) 744-1846

PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMPRISING PARTS OF LOTS OR BLOCKS 2, 3, 4, 8, 10 AND ALL OF LOT OR BLOCK 9 OF GRAYDON AND CARSON'S SUBDIVISION IN SAID EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF LOT 22, ALL OF LOTS 23, 24, 25, 26, 27 AND 28 IN GRIFFIN'S SUBDIVISION OF ALL OF LOTS OR BLOCKS 1 AND 4, ALSO LOTS OR BLOCKS 2 AND 3, EXCEPT THE EAST 66 FEET THEREOF, ALL IN GRAYDON AND CARSON'S SUBDIVISION AFORESAID AND PART OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD PROPERTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25.0 FEET NORTH OF THE SOUTH LINE OF LOT 4, AFORESAID, OR THE SOUTH LINE OF LOT 26, AFORESAID, AND 17.0 FEET EAST OF THE WEST LINE OF SAID LOTS (BEING THE EAST LINE OF NORTH SACRAMENTO BOULEVARD AS WIDENED BY DOCUMENT NUMBER 3776908, RECORDED NOVEMBER 1, 1905); THENCE NORTH ALONG SAID LINE, A DISTANCE OF 209.84 FEET TO THE SOUTH LINE OF LOT 25, AFORESAID, EXTENDED WEST, BEING THE SOUTH LINE OF SACRAMENTO SQUARE; THENCE EAST ALONG SAID LINE, A DISTANCE OF 35.0 FEET TO THE SOUTH-WEST CORNER OF SAID LOT 25; THENCE NORTH ALONG THE WEST LINE OF AFORESAID LOTS 25, 24, 23 AND PART OF LOT 22, BEING THE EAST LINE OF SACRAMENTO SQUARE, A DISTANCE OF 167.70 FEET TO A POINT 3.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 22; THENCE EAST PERPENDICULAR TO LAST DESCRIBED LINE, A DISTANCE OF 502.49 FEET; THENCE NORTHEASTERLY ON A LINE DRAWN AT ANGLE OF 70 DEGREES 16 MINUTES 25 SECONDS, FROM WEST TO SOUTH WITH SAID PERPENDICULAR LINE, AS MEASURED ALONG ITS EXTENSION SOUTHWESTERLY OF THIS COURSE, A DISTANCE OF 7.44 FEET; THENCE CONTINUING NORTHEASTERLY ALONG A LINE A DISTANCE OF 104.35 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 595.0 FEET EAST OF THE WEST LINE OF THE AFORESAID EAST 1/4 OF THE NORTHWEST 1/4 AND 109.0 FEET NORTH OF LAST DESCRIBED PERPENDICULAR LINE, BEING THE EAST LINE OF LAND CONVEYED TO SPRAGUE, WARNER AND COMPANY BY DOCUMENT NUMBER 12768767, DATED SEPTEMBER 23, 1941; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 512.72 FEET; THENCE EAST PERPENDICULAR TO SAID PARALLEL LINE, A DISTANCE OF 76.02 FEET TO THE LINE BETWEEN AFORESAID LOTS 3 AND 10; THENCE NORTH ALONG SAID LINE, A DISTANCE OF 150.0 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 769.83 FEET TO THE EAST LINE OF THE AFORESAID NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 323.95 FEET TO A POINT 710.0 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4, BEING THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF LAND CONVEYED TO THE CHICAGO, NORTHWESTERN RAILROAD COMPANY, BY DOCUMENT NUMBER 20529161, DATED JUNE 24, 1968; THENCE SOUTHWESTERLY ALONG SAID LINE, A DISTANCE OF 428.66 FEET TO ITS INTERSECTION WITH A LINE DRAWN, PARALLEL WITH AND 340.50 FEET WEST OF THE AFORESAID EAST LINE OF NORTHWEST 1/4; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 44.54 FEET TO A POINT ON A LINE DRAWN 9.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF AFORESAID LOTS 8 AND 9; THENCE WEST ON SAID PARALLEL LINE, A DISTANCE OF 57.81 FEET TO A POINT ON THE AFORESAID NORTHWESTERLY LINE OF THE AFORESAID RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD COMPANY, EXTENDED SOUTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID EXTENSION, A DISTANCE OF 14.71 FEET TO THE SOUTH LINE OF AFORESAID LOTS 8, 9 AND 3; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 431.82 FEET TO THE EAST LINE OF AFORESAID LOT 26 AND THE EAST LINE OF AFORESAID LOT 4; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 39.59 FEET TO A POINT 124.50 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG A LINE, THE EXTENSION OF WHICH INTERSECTS THE SOUTH LINE OF LOT 4, A DISTANCE OF 137.0 FEET WEST OF THE SAID SOUTHEAST CORNER, FOR A DISTANCE OF 147.54 FEET TO ITS INTERSECTION WITH A LINE DRAWN 25 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF LOT 4 OR THE SOUTH LINE OF AFORESAID LOT 26, SAID PARALLEL LINE BEING THE NORTH LINE OF THE LAND CONVEYED TO THE CHICAGO, NORTHWESTERN RAILROAD COMPANY, BY DOCUMENT NUMBER 20529161, DATED JUNE 24, 1968; THENCE WEST ALONG SAID LINE, A DISTANCE OF 357.71 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. (EXCEPTING THEREFROM THAT PART TAKEN IN 79214821)

PROPERTY ADDRESS: 445 N. SACRAMENTO BLVD., CHICAGO, ILLINOIS

PERMANENT INDEX NUMBERS:

16-12-113-031-0000	16-12-114-019-0000
16-12-114-002-0000	16-12-114-021-0000
16-12-114-010-0000	16-12-114-023-0000
16-12-114-014-0000	