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

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Green Tree Financial Services Corp., )  
Plaintiff, )  
v. )  
CITY OF CHICAGO, a Municipal )  
Corporation, )  
Defendant. )

No. 98 M1 450038  
Re: 5257 S. Marshfield

CITY OF CHICAGO, a Municipal )  
Corporation, )  
Counterplaintiff, )  
v. )  
Green Tree Financial Services Corp., et al., )  
Counterdefendants. )

CONSENT DECREE

The Counterplaintiff, the City of Chicago ("City"), a Municipal Corporation, by Mara S. Georges, Corporation Counsel of the City of Chicago, and her assistant, and Counterdefendant Paul Franks, acting by counsel, Barry J. Miller, hereby agree and stipulate to the Court's in personam jurisdiction over the parties and to the Court's in rem jurisdiction over the subject property commonly known as 5257 S. Marshfield., Chicago, Illinois and identified by Permanent Index Number (PIN) 20-07-415-022. The property's legal description is

LOT 26 IN BLOCK 8 IN ORVIS SUBDIVISION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS MATTER coming before the Court for hearing, the parties having due notice when the hearing date was previously set, and Paul Franks desiring to resolve this case and prevent the City's demolition of the subject building, **THE PARTIES HEREBY STATE THE FOLLOWING:**

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1. Paul Franks is the record owner of the two-story frame apartment building, by virtue of a warranty deed granted by Capital Tax Corporation in March 1999. Paul Franks has full control over the subject building, and is legally authorized to enter into this consent decree without the participation of any other defendant to this lawsuit.
2. Paul Franks understands that the City's complaint charges him with violations of the Municipal Code of Chicago ("MCC") and Illinois law.
3. Paul Franks understands that he has the right to plead not guilty and the right to a trial on the City's charges, but wishes to waive that right and plead guilty.
4. Paul Franks admits that the building on the subject property requires substantial reconstruction to the electrical wiring and fixtures, heating systems, and plumbing systems.

Paul Franks admits that these conditions violate Sections 13-12-125, 13-12-130, 13-12-140, 13-168-010 and following, 13-176-010 and following, 13-180-010 and following, 13-196-340 through 730, 14-8-010 through 14-72-010 and following, 4-332-010 and following, 11-8-010 and following of the MCC.

5. Paul Franks understands that upon pleading guilty and signing this consent decree there will not be a trial of any kind on the building code violations described in paragraph 4 of this consent decree, and that by pleading guilty Paul Franks waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
6. Paul Franks understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on May 6, 1998 and numerous other occasions, including July 22, 1999, and found the violations described in paragraph 4 to exist.
7. Paul Franks desires to settle this case and agrees to correct the building code violations described in paragraph 4 of this consent decree.

## COMPLIANCE SCHEDULE

8. Paul Franks agrees and stipulates that in correcting the violations described in paragraph 4 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 MCC. Paul Franks further agrees that the determination of the extent of compliance with the MCC shall be made solely by the City's building inspectors. **Paul Franks 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 10 of this consent decree to arrange for an inspection to determine the status of compliance with the provisions of the MCC.**
9. In correcting the violations described in paragraph 4 above, Paul Franks, his employees, agents and other persons working on its behalf, apply for and obtain all the permits required to perform the necessary work no later than August 6, 1999. Paul Franks, his employees and agents, are

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solely responsible for timely obtaining the proper permits and for producing proof of the required permits upon the City's request. Paul Franks agrees to provide copies of every permit issued to the City at the address shown in paragraph 15 of this consent decree within five business days of their issuance.

10. To correct the violations of the MCC set forth in paragraph 4 of this consent decree, Paul Franks shall start work by August 6, 1999 and shall complete work by October 6, 1999.

The reconstruction of the subject building shall occur generally according to the following schedule:

- a. As of July 23, 1999, the building is secure and shall remain secure.
- b. Paul Franks shall begin installation of all plumbing systems and electrical fixtures and elements by August 6, 1999, to be completed no later than October 6, 1999;
- c. Paul Franks shall begin installation of all heating and ventilation fixtures and elements by August 6, 1999, to be completed no later than October 6, 1999;
- d. Not later than October 6, 1999, the building shall be in compliance with the Municipal Code of Chicago.

## COUNTERDEFENDANT'S OTHER OBLIGATIONS

11. To date, the City has incurred litigation costs in the amount of \$ 797.00. Paul Franks shall pay, in addition to his own costs, litigation costs incurred by the City in the amount of \$ 450.00, payable on or before August 6, 1999. Green Tree Financial Servicing Corp. agrees to pay, in addition to its own costs, litigation costs incurred by the City in the amount of \$ 347.00, payable on or before August 6, 1999.
12. Paul Franks shall 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. Paul Franks shall furnish the City with appropriate certification by a company or companies satisfactory to the City, and in form and content satisfactory to the City, within 14 days of the entry of this Consent Decree.
13. Paul Franks shall maintain the subject property in a secure, safe, and clean condition at all times. If, during the period covered by this Consent Decree, the City inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject property, Paul Franks shall, at its own expense, correct those conditions or cause them to be corrected within 48 hours after receiving notice from the City. The City shall give notice of violations of unsafe conditions under this paragraph by facsimile transmission and U.S. Mail to one or more of the following persons:
- |                               |                    |
|-------------------------------|--------------------|
| Barry J. Miller               | Paul Franks        |
| 18110 South Dixie Hwy, Ste 2N | 1516 State Parkway |
| Homewood, IL 60430            | Chicago, IL        |
| 708/798-8500                  |                    |

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15. At any time before the subject property is determined to be in compliance with the Municipal Code of Chicago, Paul Franks shall notify the City if there is any change or modification in the ownership of the subject property, or if Paul Franks ceases to have full control over the subject property for any reason whatsoever (including, but not limited to, the granting of a mortgage or other security interest in the subject property, the introduction of new investors in the subject property, receipt of a notice of sale of delinquent real estate taxes, or the placement of the subject property in a land trust), or if any legal proceedings are instituted affecting Paul Franks'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:

Kerry Rymarczuk  
City of Chicago Law Department  
30 North LaSalle St., Suite 700  
Chicago, IL 60602  
Telephone: 312/ 742-1935  
Facsimile: 312/ 744-1054

or to such other person as shall be designated by the City.

## REMEDIES AND PENALTIES

16. Should an unforeseeable independent act, force, or occurrence prevent or delay the completion of the work in the time scheduled in paragraph 10 of this Consent Decree, Paul Franks shall, with notice to the City, petition the Court for an extension of time within which to comply with the terms of this Consent Decree. The petition for an extension of time must be filed within five working days and noticed for hearing within ten working days of the act causing the delay. Failure to apply for an extension of time within five working days of the act causing delay shall constitute a waiver of this right to extend the time schedule and shall subject Paul Franks to the penalties set forth in paragraph 17 of this Consent Decree.
17. If Paul Franks fails to correct each of the violations of the Municipal Code of Chicago set forth in paragraph 4 of this Consent Decree according to the schedule set forth in paragraph 10, the penalties for violation of this Consent Decree include:
- A. A fine of \$200 per day of violation beginning on the first day after the completion date stated in paragraph 10 of this Consent Decree, or a fine of \$10,000, whichever is greater; and
  - B. Upon motion of the City, a hearing as to why Paul Franks should not be held in contempt of court and punished accordingly for violation of this Consent Decree; and
  - C. Upon motion of the City, the reinstatement of this case and the entry of any appropriate relief, including but not limited to an order authorizing the City to demolish the subject building.

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## ORDER


18. Compliance with the terms of this Consent Decree, agreed upon by the parties, is hereby ordered by the Court. Each party waives its right to an appeal in this matter. The Court retains jurisdiction of this case to enforce the terms of this Consent Decree.
19. If Paul Franks fails to comply with the terms of this Consent Decree by October 6, 1999, and if no extension of this Consent Decree is authorized by the Court, the City will be entitled to immediately to seek all appropriate penalties set forth in paragraph 17 above.
20. Upon compliance with the terms of this Consent Decree, as set forth in the Compliance Schedule in paragraph 10 above, the Court may, upon either party's motion, enter an order reflecting such finding. Thereafter the City shall sign an appropriate release.
21. Either party may record this Order with the office of the Recorder of Deeds of Cook County.

FOR PAUL FRANKS

  
BARRY J. MILLER

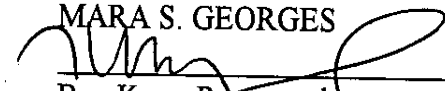
18110 South Dixie Hwy, Ste 2N  
Homewood, IL 60430  
708/798-8500

FOR GREEN TREE FINANCIAL  
SERVICING CORP.

  
Arnold G. Kaplan  
Arnold G. Kaplan & Associates  
221 N. LaSalle, Ste 3315  
Chicago, IL 60601

FOR THE CITY OF CHICAGO

MARA S. GEORGES

  
By: Kerry Rymarczuk  
Assistant Corporation Counsel  
30 N. LaSalle St., Suite 700  
Chicago, IL 60602  
312/744-0210

ENTERED:

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Judge

ENTERED

JUL 23 1999

JUDGE WILLIAM G. PILEGGI-1764

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Page 5 of 5