

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

COUNTY OF COOK D/B/A)	
COOK COUNTY LAND)	
BANK AUTHORITY,)	
)	
Plaintiff)	Case No. 2019CH00998
)	
v.)	
)	
Equitable 10, LLC)	2011 W. 68 th Pl. Chicago, IL 60636
)	
)	
Defendant.)	

COMPLAINT TO QUIET TITLE AND FOR EJECTMENT

Now comes Plaintiff, County of Cook d/b/a Cook County Land Bank Authority (“CCLBA”), by and through its attorneys, Denzin Soltanzadeh, LLC and in support of its Complaint to Quiet Title and for Ejectment states as follows:

NATURE OF THE CASE

1. The Defendant, Equitable 10, LLC, has breached the condition subsequent contained in an March 7, 2016 deed from CCLBA to Equitable 10, LLC by failing to bring the property commonly known as 2011 W. 68th Pl., Chicago, IL 60636, (“Property”) into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property within twelve (12) months of Equitable 10, LLC’s acquisition.
2. Plaintiff brings this action seeking an order quieting title to the Property in CCLBA, a judicial deed reflecting that CCLBA is the sole party in title to the Property, and an order granting

FILED DATE: 1/24/2019 3:09 PM 2019CH00998

CCLBA possession of the Property. The Property, commonly known as 2011 W. 68th Pl., Chicago, IL 60636, is legally described as follows:

LOT 281 IN ALLERTON'S ENGLEWOOD ADDITION IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2011 W. 68th Pl., Chicago, IL 60636

Permanent Index Number: 20-19-320-019-0000

3. On or about October 26, 2015, CCLBA and Equitable 10, LLC ("Equitable") entered into a purchase-sale agreement ("Purchase Agreement") under which Equitable was to purchase the Property from CCLBA.
4. Under the Purchase Agreement, Equitable further agreed that it would purchase the property subject to a deed restriction ("Deed Restriction") under which CCLBA would have the right to reenter, retake and repossess the Property if Equitable did not, within twelve (12) months of the date of execution of the deed conveying title from CCLBA to Equitable, bring the Property into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property.
5. The closing occurred on or about March 7, 2016, and on that day title to the Property transferred from CCLBA to Equitable.
6. The deed conveying the property from CCLBA to Equitable was executed on March 7, 2016, and recorded on March 9, 2016, in the Cook County Recorder of Deeds as Document No. 1606901018 ("Deed"), and included the Deed Restriction. A copy of the Deed including the Deed Restriction is attached hereto as Exhibit A.

7. In accordance with the Purchase Agreement, the Deed Restriction reserved a right of reentry in favor of CCLBA for breach of the conditions set forth in the Deed Restriction.

COUNT I – QUIET TITLE

CCLBA repeats and incorporates the allegations in Paragraphs 1-7 of this complaint in this Count I.

8. The Property is not currently compliant with state and local building codes.

9. Equitable has not obtained necessary approvals and certifications to permit occupancy of primary structures on the Property.

10. As of the filing of this Complaint, the Property is vacant.

11. The non-compliant state of the Property and Equitable's failure to obtain necessary approvals and certifications as set forth herein is a breach of the conditions set forth in the Deed Restriction by Equitable.

12. Equitable's breach of the Deed Restriction entitles CCLBA to exercise the right of reentry reserved in favor of CCLBA.

13. CCLBA has formally exercised its right of reentry by giving notice to Equitable that it was doing so and filing and serving this lawsuit.

14. CCLBA's interest in the Property is superior to that of Equitable.

15. The Deed, as it currently exists in the public record, represents an outstanding claim that is invalid because CCLBA has exercised its right to reenter, retake, and repossess the Property. The Deed puts CCLBA's ownership of the Property in question. As a result, the Deed is a cloud on title.

16. CCLBA is the owner of the Property and is entitled to have the cloud removed.

17. CCLBA has no adequate remedy at law.

WHEREFORE, Plaintiff, County of Cook d/b/a Cook County Land Bank Authority requests the following relief:

A. An order quieting title to the Property in favor of County of Cook d/b/a Cook County Land Bank Authority.

B. A judicial deed free and clear of Equitable's interest and in favor of County of Cook d/b/a Cook County Land Bank Authority.

COUNT II – EJECTMENT

CCLBA repeats and incorporates the allegations in Paragraphs 1-17 of this complaint in this Count II.

18. CCLBA has a valid subsisting interest in the Property and a right to recover the Property by virtue of the Deed Restriction.

19. As of the filing of this Complaint, the Property is vacant and Equitable is joined as a person claiming ownership of the Property.

20. CCLBA was possessed of the Property on or about June 18, 2015.

21. Equitable took possession of the Property on or about March 7, 2016.

22. As of the filing of this Complaint, Equitable wrongfully withholds possession of the Property.

23. CCLBA's interest in the property is fee simple.

WHEREFORE, Plaintiff, County of Cook d/b/a Cook County Land Bank Authority requests the following relief.

A. A finding that County of Cook d/b/a Cook County Land Bank Authority recovers possession of the Property from Equitable 10, LLC.

Respectfully submitted,

County of Cook d/b/a Cook County Land Bank Authority

By: /s/ Joel A. Knosher
One of its attorneys

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Firm No. 63153

FILED DATE: 1/24/2019 3:09 PM 2019CH00998

EXHIBIT A



Doc#: 1606901018 Fee: \$42.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/09/2016 10:10 AM Pg: 1 of 3

SPECIAL WARRANTY DEED

MAIL RECORDED DEED TO:
Equitable 10, LLC
1001 W. 15th Street, Loft 126
Chicago, Illinois 60608

MAIL FUTURE TAX STATEMENTS TO:
Equitable 10, LLC
1001 W. 15th Street, Loft 126
Chicago, Illinois 60608

THE GRANTORS: **County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority**, of the City of Chicago, County of Cook, State of Illinois, for and in consideration of TEN and NO/100 dollars (\$10.00) and other good and valuable consideration, in hand paid, does hereby GRANT, SELL, and CONVEY to GRANTEE: **Equitable 10, LLC**, an Illinois limited liability company, all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

LOT 281 IN ALLERTON'S ENGLEWOOD ADDITION IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 20-19-320-019-0000

Address of Real Estate: 2011 W. 68th Place, Chicago, Illinois 60636

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises subject only to the covenants, conditions and restrictions of record, general real estate taxes not yet due and payable, and the conditions subsequent and the right of reentry set forth in Exhibit A.

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor and none other.

DATED this 7th day of March, 2016.

REAL ESTATE TRANSFER TAX		08-Mar-2016
	CHICAGO:	405.00
	CTA:	0.00
	TOTAL:	405.00

20-19-320-019-0000 | 20160301675734 | 2-019-116-608

* Total does not include any applicable penalty or interest due.

COUNTY OF COOK, A BODY POLITIC AND CORPORATE, D/B/A COOK COUNTY LAND BANK AUTHORITY

Robert Rose by Caitlyn Sharrow (SEAL)
Robert Rose, by Caitlyn Sharrow, as attorney in fact

REAL ESTATE TRANSFER TAX		08-Mar-2016
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

20-19-320-019-0000 | 20160301675734 | 0-102-729-28C

Chicago Title

CCRD REVIEWER [Signature]

Box 324
3

FILED DATE: 1/24/2019 3:09 PM 2019CH00998

acc rec'd 1502 3649 LP 1 ave LLC MD

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Caitlyn Sharrow, with Power of Attorney for **Robert Rose, the Executive Director of the County of Cook, a body politic and corporate, d/b/a Cook County Land Bank Authority**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument on behalf of the Executive Director of Cook County Land Bank and as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 7th day of March, 2016.

Commission expires May 19, 2019 Bahar Azari
NOTARY PUBLIC

IMPRESS SEAL HERE



COOK COUNTY-ILLINOIS TRANSFER STAMP:

NAME and ADDRESS OF PREPARER:

Brent O. Denzin, Esq.
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
140 S. Dearborn Street - 6th Floor
Chicago, Illinois 60603

EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45,
PARAGRAPH (b), REAL ESTATE TRANSFER ACT

DATE: March 7, 2016
[Signature]
Signature of Buyer, Seller or Representative

FILED DATE: 1/24/2019 3:09 PM 2019CH00998

EXHIBIT A**PURCHASER OBLIGATIONS**

Purchaser/Grantee agrees to accept conveyance of the Property subject to each of the following conditions subsequent which shall be binding upon and enforceable against Purchaser/Grantee, its successors and assigns as follows:

Within twelve (12) months from the execution date on the Deed, Purchaser/Grantee shall bring the Property into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification (e.g. certified statement from governing municipality confirming that the Property is code compliant). Upon a showing of hardship, the period of compliance may be extended for up to six (6) months. Any extension shall only be effective if set forth in writing by the Executive Director of CCLBA.

In the event of breach of any of the conditions subsequent, Seller/Grantor shall have a right of reentry to reenter, retake and repossess the Property and thereby terminate all right, title and interest Purchaser/Grantee may have or ever had in and to the Property. It is intended by the Parties, and the Seller/Grantor expressly acknowledges for itself, and all its successors in interest that the interest so reserved to the Seller/Grantor is a RIGHT OF REENTRY FOR BREACH OF THE CONDITION(S) SET FORTH HEREIN.

The failure by the Seller/Grantor to enforce any right of reentry shall in no event be deemed a waiver of the right of Seller/Grantor to thereafter enforce the right of reentry created hereby.

Seller/Grantor shall have the authority to enforce the right of reentry in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the conditions created herein.

Upon satisfaction by Purchaser/Grantee of the conditions set forth herein, the Seller/Grantor will provide the Purchaser/Grantee with a certificate in recordable form certifying that the conditions and all rights to reenter, retake, and repossess the Property are terminated and extinguished.

The invalidation of any one of the conditions contained herein by a court of competent jurisdiction shall in no way affect any of the other conditions contained herein, which shall remain in full force and effect.