

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

COUNTY OF COOK D/B/A)
COOK COUNTY LAND)
BANK AUTHORITY,)
)
Plaintiff)
)
v.)
)
URBAN TRANSFORMATION)
ENTERPRISES; CHICAGO TITLE LAND)
TRUST COMPANY; SUPREME)
FINANCE CORPORATION,)
)
Defendants.)

Case No. 2019CH11126

2821 W. Grant Ave., Bellwood, IL 60104

Hearing Date: 1/24/2020 10:00 AM - 10:00 AM
Courtroom Number: 2410
Location: District 1 Court
Cook County, IL

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. Defendant Urban Transformation Enterprises (“UTE”) has breached the condition subsequent contained in an May 18, 2017, deed from CCLBA to UTE by failing to bring the property commonly known as 2821 W. Grant Ave., Bellwood, IL 60104 (“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 eighteen (18) months of UTE’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

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CCLBA possession of the Property. Property, commonly known as 2821 W. Grant Ave., Bellwood, IL 60104, is legally described as follows:

PARCEL 1: LOT 3 (EXCEPT THE EAST 325 FEET 10 INCHES, THEREOF) IN BELLWOOD INDUSTRIAL DISTRICT, A SUBDIVISION OF THE SOUTH 353 FEET OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING RIGHT OF WAY CHICAGO JUNCTION RAILWAY COMPANY IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 10 FEET OF VACATED GRANT STREET RIGHT OF WAY LYING SOUTHERLY AND ADJOINING PARCEL 1 AFORESAID.

Commonly known as 2821 W. Grant Ave., Bellwood, IL 60104

Permanent Index Number: 15-09-201-017-0000

3. On or about November 10, 2016, CCLBA and UTE entered into a purchase-sale agreement (“Purchase Agreement”) under which UTE was to purchase the Property from CCLBA.

4. Under the Purchase Agreement, UTE 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 UTE did not, within eighteen (18) months of the date of execution of the deed conveying title from CCLBA to UTE, 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 May 18, 2017, and on that day title to the Property transferred from CCLBA to UTE.

6. The deed conveying the property from CCLBA to UTE was executed on May 18, 2017, and recorded on May 26, 2017, in the Cook County Recorder of Deeds as Document No.

1714629102 (“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. UTE has not obtained necessary approvals and certifications to permit occupancy of primary structures on the Property.

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

11. The non-compliant state of the Property and UTE’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 UTE.

12. UTE’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 UTE that it was doing so and filing and serving this lawsuit.

14. CCLBA’s interest in the Property is superior to that of UTE.

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 UTE's interest and in favor of County of Cook d/b/a Cook County Land Bank Authority.

COUNT II – QUIET TITLE

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

18. On May 24, 2017, UTE executed a Trust Deed (“Trust Deed”), securing a loan of \$30,000 to UTE pursuant to a note identified in the Trust Deed, placing a lien on the Property, and granting both the Trustee, Chicago Title Land Trust Company, and the Holder of the Note, Supreme Finance Corporation, the right to foreclose the lien in the event of default.
19. The Trustee Deed was recorded against the Property on May 26, 2017 in the office of the Cook County Recorder of Deeds as Document Number 1714629103.
20. CCLBA's interest in the Property, by virtue of its right of reentry, was not encumbered by the Trustee Deed.
21. CCLBA has since exercised its right of reentry and is the owner of the Property free and clear of all encumbrances.
22. The Trustee Deed, recorded against the Property, represents an outstanding claim that is invalid because CCLBA has exercised its right to reenter, retake, and repossess the Property. The

Trustee Deed impairs CCLBA's interest in the Property and adversely impacts the market value of the Property. As a result, the Trustee Deed is a cloud on title.

23. CCLBA is the fee simple owner of the Property and entitled to have the cloud removed.

24. 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 the interests of Trustee Chicago Title Land Trust Company and of Holder of the Note, Supreme Finance Corporation, and in favor of County of Cook d/b/a Cook County Land Bank Authority.

COUNT III – EJECTMENT

25. CCLBA repeats and incorporates the allegations in Paragraphs 1-24 of this complaint in this Count III.

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

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

28. CCLBA was possessed of the Property on or about May 23, 2017.

29. UTE took possession of the Property on or about May 24, 2017.

30. As of the filing of this Complaint, UTE wrongfully withholds possession of the Property.

31. 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 Urban Transformation Enterprises.

Respectfully submitted,

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

By:  _____
One of its attorneys

Joel A. Knosher (ARDC #6298481)
Stephen Soltanzadeh (ARDC #6297668)
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Firm No. 63153

Exhibit A

CT.

16NW7119235V4
CUB 1:52



Doc# 1714629102 Fee \$44.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/26/2017 12:56 PM PG: 1 OF 4

SPECIAL WARRANTY DEED

MAIL RECORDED DEED TO:

Urban Transformation Enterprises
2821 W. Grant Avenue
Bellwood, Illinois 60104

MAIL FUTURE TAX STATEMENTS TO:

Urban Transformation Enterprises
2821 W. Grant Avenue
Bellwood, Illinois 60104

THE GRANTORS: **County of Cook, 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: **Urban Transformation Enterprises**, an Illinois not-for-profit corporation, all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

Parcel 1

LOT 3 (EXCEPT THE EAST 325 FEET 10 INCHES THEREOF) IN BELLWOOD INDUSTRIAL DISTRICT, A SUBDIVISION OF THE SOUTH 353 FEET OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING RIGHT OF WAY CHICAGO JUNCTION RAILWAY COMPANY IN COOK COUNTY, ILLINOIS.

Parcel 2

THE NORTH 10 FEET OF VACATED GRANT STREET RIGHT OF WAY LYING SOUTHERLY AND ADJOINING PARCEL 1 AFORESAID.

Property Index Number: 15-09-201-017-0000

Property Address: 2821 W. Grant Avenue, Bellwood, Illinois 60104

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.

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Property of Cook County Recorder of Deeds

DATED this 18th day of May, 2017.

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

Robert Rose, by Brent O. Denzin (SEAL)
Robert Rose, by Brent O. Denzin, as attorney in fact

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 Brent O. Denzin, 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 he signed, sealed and delivered the said instrument on behalf of the Executive Director of Cook County Land Bank and as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 18th day of May, 2017.

Maria Bandish

NOTARY PUBLIC



COOK COUNTY-ILLINOIS TRANSFER STAMP:

NAME and ADDRESS OF PREPARER:

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

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

DATE: May 18, 2017

Brent O. Denzin

Signature of Buyer, Seller or Representative

REAL ESTATE TRANSFER TAX		25-May-2017
COUNTY:		0.00
ILLINOIS:		0.00
TOTAL:		0.00
15-09-201-017-0000 20170501654365 0-941-779-392		



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Licensed to Practice Law by Cook County Recorder of Deeds

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated May 18, 2017 Signature: BTB
Grantor or Agent

SUBSCRIBED and SWORN to before me

this 18th day of May, 2017.

Maria Bandish
NOTARY PUBLIC



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated May 18, 2017 Signature: BTB
Grantee or Agent

SUBSCRIBED and SWORN to before me

this 18th day of May, 2017.

Maria Bandish
NOTARY PUBLIC



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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Licensed Property Inspector Cook County Recorder of Deeds

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 eighteen (18) 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 of Satisfaction and Termination of Right of Reentry in recordable form certifying that the conditions and all rights to reenter, retake, and repossess the Property are terminated and extinguished ("Certificate").

In order to obtain the Certificate, Purchaser/Grantee must provide the CCLBA a written request for the certificate with documentation that Purchaser/Grantee has satisfied all conditions set forth herein. Within five (5) business days of receiving the documentation, CCLBA will (1) if all purchaser obligations set forth herein are met, provide the Certificate; (2) if all purchaser obligations set forth herein are not met, deny the request, providing CCLBA's reasons for denying the request and what steps, if any, Purchaser/Grantee can take to obtain the Certificate; or (3) give notice to Purchaser/Grantee that CCLBA intends to take reasonable further steps, including but not limited to inspecting the Property, to determine if all purchaser obligations have been met, after which it will grant the certificate upon satisfaction that all purchaser obligations have been met.

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.