

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. 2018 CH 11006

v.)

HOUSTON AVE., LLC; CONTINUUM)
CAPITAL FUNDING II LLC; SCHILLING)
BROTHERS LUMBER OF ILLINOIS,)
INC.)

9605 S. Avenue L, Chicago, IL 60617

Defendants.)

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, Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C., and in support of its Complaint to Quiet Title and for Ejectment states as follows:

NATURE OF THE CASE

1. The Defendant, Houston Ave., LLC, has breached the condition subsequent contained in an October 7, 2015, deed from CCLBA to Houston Ave., LLC by failing to bring the property commonly known as 9605 S. Avenue L, Chicago, IL 60617, (“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 Houston Ave., 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

CCLBA possession of the Property. The Property, commonly known as 9605 S. Avenue L, Chicago, IL 60617, is legally described as follows:

A CERTAIN TRACE OR PARCEL OF LAND IN COOK COUNTY, IN THE STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: LOT 46, IN BLOCK 10, IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, IN THE SOUTHWEST FRACTIONAL ¼ OF SECTION 5, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 9605 S. Avenue L, Chicago, IL 60617

Permanent Index Number: 26-05-315-003-000

3. On or about September 3, 2015, CCLBA and Houston Ave., LLC ("Houston") entered into a purchase-sale agreement ("Purchase Agreement") under which Houston was to purchase the Property from CCLBA.
4. Under the Purchase Agreement, Houston 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 Houston did not, within twelve (12) months of the date of execution of the deed conveying title from CCLBA to Houston, 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 October 7, 2015, and on that day title to the Property transferred from CCLBA to Houston.
6. The deed conveying the property from CCLBA to Houston was executed on October 7, 2015, and recorded on October 20, 2015, in the Cook County Recorder of Deeds as Document No.

1529349243 ("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. Houston 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 Houston'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 Houston.
12. Houston'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 Houston that it was doing so and filing and serving this lawsuit.
14. CCLBA's interest in the Property is superior to that of Houston.
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 Houston'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 April 20, 2018, Houston executed a Mortgage ("Mortgage") of the Property in favor of Continuum Capital Funding II, LLC.

19. The Mortgage was recorded against the Property on May 2, 2018 in the office of the Cook County Recorder of Deeds as Document Number 1812249083.

20. CCLBA's interest in the Property, by virtue of its right of reentry, was not encumbered by the Mortgage.

21. CCLBA has since exercised its right of reentry and is the owner of the Property free and clear of all encumbrances.

22. The Mortgage, 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 Mortgage impairs CCLBA's interest in the Property and adversely impacts the market value of the Property. As a result, the Mortgage 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 Continuum Capital Funding II, LLC's interest and in favor of County of Cook d/b/a Cook County Land Bank Authority.

COUNT III – QUIET TITLE

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

25. On or about May 9, 2016 Defendant Schilling Brothers Lumber of Illinois, Inc. recorded a Mechanic's Lien against Taylor Development, Inc. and Houston Avenue, LLC. The Mechanic's Lien was recorded against the Property in the office of the Cook County Recorder of Deeds as Document Number 1613057047 ("Mechanic's Lien").
26. CCLBA's interest in the Property, by virtue of its right of reentry, was not encumbered by the Mechanic's Lien.
27. CCLBA has since exercised its right of reentry and is the owner of the Property free and clear of all encumbrances.
28. The Mechanic's Lien, 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 Mechanic's Lien impairs CCLBA's interest in the Property and adversely impacts the market value of the Property. As a result the Mechanic's Lien is a cloud on title.

29. CCLBA is the fee simple owner of the Property and entitled to have the cloud removed.
30. 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 Schilling Brothers Lumber of Illinois, Inc.'s interest and in favor of County of Cook d/b/a Cook County Land Bank Authority.

COUNT IV – EJECTMENT

31. CCLBA repeats and incorporates the allegations in Paragraphs 1-30 of this complaint in this Count IV.
32. CCLBA has a valid subsisting interest in the Property and a right to recover the Property by virtue of the Deed Restriction.
33. As of the filing of this Complaint, the Property is vacant and Houston is joined as a person claiming ownership of the Property.
34. CCLBA was possessed of the Property on or about June 16, 2015.
35. Houston took possession of the Property on or about October 7, 2015.
36. As of the filing of this Complaint, Houston wrongfully withholds possession of the Property.
37. 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. An order declaring that County of Cook d/b/a Cook County Land Bank Authority is entitled to possession of the property, an order declaring that County of Cook d/b/a Cook County Land Bank Authority recovers possession of the Property from Houston Ave., LLC and ordering Houston Ave., LLC to relinquish possession of the Property.

Respectfully submitted,

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

By: _____

One of its attorneys

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EXHIBIT A

FILED DATE: 8/30/2018 2:11 PM 2018CH11006

SPECIAL WARRANTY DEED

PTC 22078 1 of 2

MAIL RECORDED DEED TO:

Houston Ave, LLC
8401 South Muskegon Avenue
Chicago, Illinois 60617

MAIL FUTURE TAX STATEMENTS TO:

Houston Ave, LLC
8401 South Muskegon Avenue
Chicago, Illinois 60617



Doc#: 1529349243 Fee: \$44.00
RHSP Fee: \$9.00 RPAF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/20/2015 01:59 PM Pg: 1 of 4

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: Houston Ave, 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:

A CERTAIN TRACE OR PARCEL OF LAND IN COOK COUNTY, IN THE STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: LOT 46, IN BLOCK 10, IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 5, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 26-05-315-003-0000

Address of Real Estate: 9605 S. Avenue L, Chicago, IL 60617

PRECISION TITLE

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 October, 2015

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

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