

Return Date: No return date scheduled  
Hearing Date: No hearing scheduled  
Courtroom Number: No hearing scheduled  
Location: No hearing scheduled

FILED  
2/19/2019 11:50 AM  
DOROTHY BROWN  
CIRCUIT CLERK  
COOK COUNTY, IL  
2018CH11006

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

COUNTY OF COOK D/B/A	)	
COOK COUNTY LAND	)	
BANK AUTHORITY,	)	
	)	
Plaintiff	)	2018 CH 11006
	)	
v.	)	
	)	
HOUSTON AVE., LLC; CONTINUUM	)	9605 S. Avenue L, Chicago, IL 60617
CAPITAL FUNDING II LLC; SCHILLING	)	
BROTHERS LUMBER OF ILLINOIS,	)	
INC.	)	
	)	
Defendants.	)	

**AMENDED 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 Amended 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

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CCLBA possession of the Property. 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  $\frac{1}{4}$  OF SECTION 5, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Permanent Index number: 26-05-315-003-0000

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.

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

Respectfully submitted,

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

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

Joel A. Knosher (ARDC #6298481)  
Denzin Soltanzadeh, LLC  
190 S. LaSalle, Suite 2160  
Chicago, Illinois 60603  
Phone: (312) 380-7260  
jknosher@Denzinlaw.com  
Firm No. 63153

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EXHIBIT A



Doc#: 1529349243 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF 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

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

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 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.

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

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

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 7<sup>th</sup> 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

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PRECISION TITLE



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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 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 person whose name is 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 7<sup>th</sup> day of October, 2015.

Commission expires 8/2, 2017 Darlene L Hincks  
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 - 6<sup>th</sup> Floor  
Chicago, Illinois 60603

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

DATE: October 7, 2015  
[Signature]  
Signature of Buyer, Seller or Representative

Return To:  
KASSAM KNABE  
20 S. CLARK #2301  
CHICAGO IL 60663

**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.

4852-2346-7559, v. 1

REAL ESTATE TRANSFER TAX		16-Oct-2015
	CHICAGO:	1,395.00
	CTA:	0.00
	TOTAL:	1,395.00

26-05-315-003-0000 | 20151001633808 | 0-610-230-336

REAL ESTATE TRANSFER TAX		16-Oct-2015
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

26-05-315-003-0000 | 20151001633808 | 1-865-211-968

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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 Oct. 7, 2015 Signature: [Signature]  
Grantor or Agent

SUBSCRIBED and SWORN to before me

this 7th day of October, 20 15.

[Signature]  
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 Oct 7, 2015 Signature: [Signature]  
Grantee or Agent

SUBSCRIBED and SWORN to before me

this 13 day of October, 20 15.

[Signature]  
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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