NOTICE OF LIEN RECEIVER'S CERTIFICATE

Prepared by:



DALEY MOHAN GROBLE

3-0x

55 West Monroe Street Suite 1600 Chicago, Ninois 60603-5001 312-422-9999 312-422-5370 Fax



Doc#; 1517719136 Fee: \$62.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 06/26/2015 12:33 PM Pg: 1 of 13

[RESERVED FOR RECORDER'S USE]

TO ALL TO WHOM 72 ESE PRESENTS SHALL COME:

Be Advised, that on the 19th day of June, 2015, the former Receiver of the properties described herein transferred for value the attached Receiver's Certificate No. 1 to the Holder, Collateral Trustee, Inc., of 1030 North Clark Street, Spite 300, Chicago, Illinois 60610, and that on the date of said transfer, the Face Amount of the Certificate, without regard to accrued interest, fees, and costs, was \$37,689.02, which represents the an ounts due from the respective units as is detailed on the statement attached thereto.

And therefore, said amounts as detailed on the attached Certificate remain due and owing, and remain a lien on the units as legally described therein, which are indexed as follows:

Units/PINs:	2140-2E	11-31-316-054-1001
	2140-2W	11-31-316-054-1002
	2140-3W	11-31-316-054-1004
	2140-5E	11-31-316-054-1007
	2140-5W	11-31-316-054-1008
	2144-2E	11-31-316-054-1009
	2144-3W	11-31-316-054-1012
	2144-4E	11-31-316-054-1013
	2144-4W	11-31-316-054-1014
	2144-5E	11-31-316-054-1015
	2150-3W	11-31-316-054-1020
	2150-4E	11-31-316-054-1021
	2150-4W	11-31-316-054-1022
	2150-5W	11-31-316-054-1024



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Units/PINs: 2140-1W 11-31-316-049-0000

> 2144-1E 11-31-316-050-0000 2144-1W 11-31-316-051-0000 2150-1W 11-31-316-053-0000

> > Kevin W. Baldwin

Attorney for Collateral Trustee, Inc.

After recording please mail to:

COUNTY CIEPTS OFFICE Kevin W. Baldwin, Esq. Daley Mohan Groble, P.C. 55 West Monroe Street, Suite 1600 Chicago, Illinois 60603

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT – FIRST DISTRICT

City of Chicago, a municipal corporation,)	
)	Case No. 09 M1 400616
Plaintiff,)	09 M1 400617
)	09 M1 400618
V.)	
)	Re: 2144-46 W. Devon Ave.
2140-50 DEVON COMMONS, INC.; SIDDIQI, et al.,		2140-42 W. Devon Ave.
)	2150-52 W. Devon Ave.
Defendants.)	

RECEIVER'S CERTIFICATE NO. 1

1. This Receiver's Certificate No. 1 (the "Certificate") is made to the order of Collateral Trustee, Inc., c/o John T. Suzuki, 1033 West Van Buren Street, 7th Floor, Chicago, Illinois 60607, by duly appointed General Receiver John T. Suzuki (the "Receiver"), and its successors and/or assigns (each person or entity of which is the holder of this Certificate is sometimes referred to herein as "Holder"), pursuant to 65 ILCS 5/11-31-2(a), and relating to and serving as a hen upon the properties with the following common street addresses of 2140-42 W. Devor Ave., 2144-46 W. Devon Ave., and 2150-52 W. Devon Ave., each in Chicago, Illinois, and legally described as follows (collectively, the "Properties"):

PARCEL 1:

UNITS 2140-2E, 2140-2W, 2140-3E, 2140-3W, 2140-4E, 2140-4W, 2140-5E, 2140-5W, 2144-2E, 2144-2W, 2144-3E, 2144-3W, 2144-4E, 2144-4W, 2144-5E, 2144-5W, AND 2150-2E, 2150-2W, 2150-3E, 2150-3W, 2150-4E, 2150-4W, 2150-5E, 2150-5W, ALL IN THE DEVON COMMONS CONDOMINIUM TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 2140-2150 DEVON COMMONS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOTS 11, 12, 13, 14, 15 AND 16 IN BLOCK 4 OF DEVON WESTERN ADDITION TO ROGERS PARK SUBDIVISION OF LOTS 1 TO 24, INCLUSIVE, IN FABERS SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0617110067 AND THE AMENDMENT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0623431049 TOGEHER WITH EACH UNIT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESSS, USE AND ENJOYMENT AS CREATED BY AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 2140-50 DEVON COMMONS RECORDED AS DOCUMENT NUMBER 0617110066 AS AMENDED BY DOCUMENT NO. 0635515079.

PARCEL 3

COMMERCIAL SPACE EAST (LOT 11):

THAT PART OF LOT 11 IN BLOCK 4 IN DEVON-WESTERN ADDITION TO ROGERS PARK BEING A RESUBDIVISION OF LOTS 1 TO 24, INCLUSIVE, IN MARGERET FABERS SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD I RINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH LAST CORNER OF SAID LOT 11; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 11 A DISTANCE OF 2.49 FEET; THENCE NORTH AND PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 1.10 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF THE INTERIOR WALL OF COMMERCIAL SPACE LYING AT AND ABOVE A HORIZONTAL PLANE OF ELEVATION +25.98 (CHICAGO DATUM) AND LYING AT AND BELOW A HORIZONTAL PLANE OF ELEVATION +35.88 (CHICAGO DATUM); THENCE WEST 19.22 FEET; THENCE NORTH 4.17 FEET; THENCE EAST 5.27 FEET; THENCE NORTH 1.18 FEET; THENCE WIST 4.00 FEET; THENCE NORTH 21.50 FEET; THENCE WEST 0.36 FEET; THENCE NORTH 6.85 FFET; THENCE EAST 0.37 FEET; THENCE NORTH 11.48 FEET; THENCE EAST 0.35 FEET; THENCE NORTH 5.54 FEET; THENCE EAST 4.50 FEET; THENCE SOUTH 0.109 FEET; THENCE EAST 0.95 FLET; THENCE SOUTH 5.20 FEET; THENCE SOUTH 13.60 FEET; THENCE WEST 0.80 FEET; THENCE SOUTH 1.30 FEET; THENCE EAST 0.80 FEET; THENCE SOUTH 1.30 FEET; THENCE WEST 0.20 FEET; THENCE SOUTH 6.33 FEET TO THE POINT OF THE BECANNING. (ALL CALLS ARE DESCRIBED ALONG THE FINISHED INTERIOR WALLS).

PARCEL 4:

COMMERCIAL SPACE WEST (LOT 12)

THAT PART OF LOT 12 IN BLOCK 4 IN DEVON-WESTERN ADDITION TO ROGERS PARK BEING A RESUBDIVISION OF LOTS 1 TO 24, INCLUSIVE, IN MARGERET FABERS SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 2.52 FEET; THENCE NORTH AND PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 1.10 FEET TO THE POINT OF THE BEGINNING SAID POINT BEING THE SOUTWEST CORNER OF THE INTERIOR COMMERCIAL SPACE LYING AT AND ABOVE A HORIZONTAL PLANE OF ELEVATION +25.43 (CHICAGO DATUM) AND LYING AT AND BELOW A HORIZONTAL PLANE OF ELEVATION +35.3 (CHICAG DATUM); THENCE NORTH 6.45 FEET; THENCE WEST 0.2 FEET; THENCE NORTH 24.32 FEET; THENCE EAST 1.17 FEET; THENCE NORTH 1.32 FEET; THENCE WEST 1.17 FEET; THENCE NORTH 1.32 FEET; THENCE SOUTH 1.9 FEET; THENCE EAST 8.96

FEET; THENCE NORTH 6.31 FEET; THENCE EAST 5.6 FEET; THENCE SOUTH 12.86 FEET; THENCE EAST 8.56 FEET; THENCE SOUTH 3.85 FEET; THENCE WEST 8.56 FEET; THENCE SOUTH 15.65 FEET; THENCE WEST 0.30 FEET; THENCE SOUTH 12.03 FEET; THENCE WEST 3.86 FEET; THENCE SOUTH 1.18 FEET; THENCE EAST 5.25 FEET; THENCE SOUTH 4.16 FEET; THENCE WEST 19.25 FEET TO THE POINT OF THE BEGINNING. (ALL CALLS ARE DESCRIBED ALONG THE FINISHED INTERIOR WALLS).

PARCEL 5:

COMMERCIAL SPACE EAST (LOT 13)

THAT PART OF LOT 13 IN BLOCK 4 IN DEVON WESTERN ADDITION TO ROGERS PARK BEING A RESUBDIVISION OF LOTS 1 TO 24 INCLUSIVE IN MARGARET FABERS SUBDIVISION OF THE SOUTH 6 CMAINS OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF TAF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE VERTICAL BOUNDARY FOR WHICH BEGINS AT AND IS ABOVE A HORIZONTAL PLANE OF ELEVATION +24.53 (CHICAGO DATUM) AND IS LOCATED AT AND BELOW A HORIZONTAL PLANE OF ELEVATION +34.52 (CHICAGO DATUM), AND WHOSE HORIZONTAL BOUNDARY IS DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE WEST ALONG THE SOUTH LINE OF LOT 13, A DISTANCE OF 2.51 FEET; THENCE NORTH AND PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 0.97 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE SOUTHEAST CORNER OF THE FINISHED SURFACE OF INTERIOR WALLS; THENCE WEST 19.11 FEET; THENCE NORTH 4.16 FEET; THENCE EAST 5.33 FEET; THENCE NORTH 1.20 FEET; THENCE WEST 3.95 FEET; THENCE NORTH 21.55 FEET; THENCE WEST 0.97 FEFT; THENCE NORTH 4.55 FEET; THENCE EAST 0.95 FEET; THENCE NORTH 18.60 FEET; THENCE FAST 13.59 FEET; THENCE SOUTH 4.65 FEET; THENCE EAST 4.33 FEET; THENCE SOUTH 11.77 FEET; THENCE WEST 0.70 FEET; THENCE SOUTH 2.55 FEET; THENCE EAST 0.70 FEET; THENCE SOUTH 2.3.97 FEET; THENCE WEST 0.17 FEET; THENCE SOUTH 6.27 FEET; TO THE POINT OF BEGINNING. (ALL CALLS ARE DESCRIBED ALONG THE FINISHED INTERIOR WALLS).

PARCEL 6:

COMMERCIAL SPACE WEST (LOT 14)

THAT PART OF LOT 14 IN BLOCK 4 IN DEVON-WESTERN ADDITION TO ROGERS PARK BEING A RESUBDIVISION OF LOTS 1 TO 24, INCLUSIVE, IN MARGERET FABERS SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE VERTICAL BOUNDARY FOR WHICH BEGINS AT AND IS ABOVE A HORIZONTAL PLANE OF ELEVATION +23.88 (CHICAGO DATUM) AND IS LOCATED AT AND BELOW A HORIZONTAL PLANE OF ELEVATION +33.88 (CHICAGO DATUM), AND WHOSE HORIZONTAL BOUNDARY IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 2.45 FEET; THENCE NORTH AND PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 1.06 FEET TO THE POINT OF THE BEGINNING, SAID POINT BEING THE SOUTWEST CORNER OF THE FINISHED SURFACE OF INTERIOR WALLS; THENCE NORTH 6.43 FEET; THENCE WEST 0.25 FEET; THENCE NORTH 12.87 FEET; THENCE EAST 0.85 FEET; THENCE NORTH 1.43 FEET; THENCE WEST 0.85 FEET; THENCE NORTH 10.57 FEET; THENCE EAST 3.56 FEET; THENCE SOUTH 5.15 FEET; THENCE EAST 0.55 FEET; THENCE SOUTH 20.90 FEET; THENCE WEST 3.97 FEET; THENCE SOUTH 1.16 FEET; THENCE EAST 5.30 FEET; THENCE SOUTH 4.15 FEET; THENCE WEST 19.17 FEET TO THE POINT OF THE

BEGINNING, ALL IN COOK COUNTY, ILLINOIS. (ALL CALLS ARE DESCRIBED ALONG THE FINISHED INTERIOR WALLS).

PARCEL 7:

COMMERCIAL SPACE EAST (LOT 15)

THAT PART OF LOT 15 IN BLOCK 4 IN DEVON WESTERN ADDITION TO ROGERS PARK BEING A RESUBDIVISION OF LOTS 1 TO 24 INCLUSIVE IN MARGARET FABERS SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

THE VERTICAL BOUNDARY FOR WHICH BEGINS AT AND IS ABOVE A HORIZONTAL PLANE OF ELEVATION +23.39 (CHICAGO DATUM) AND IS LOCATED AT AND BELOW A HORIZONTAL PLANE OF ELEVATION +33.39 (CHICAGO DATUM), AND WHOSE HORIZONTAL BOUNDARY IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15: THENCE WEST ALONG THE SOUTH LINE OF LOT 15, A DISTANCE OF 2.59 FEET; THENCE NORTH AND PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 1.04 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF THE FINISHED SURFACE OF INTERIOR WALLS, THENCE WEST 19.15 FEET; THENCE NORTH 4.20 FEET: THENCE EAST 5.33 FEET; THENCE NORTH 1.16 FEET; THENCE WEST 3.94 FEET; THENCE NORTH 18.36 FEET; THENCE EAST 0.90 FEET; THENCE NORTH 7.87 FEET: THENCE DEFLECTING EAST FROM THE LAGI DESCRIBED COURSE AT AN ANGLE OF 48 DEGREES, 25 MINUTES, 00 SECONDS (CALC), 4.40 FEET; THENCE NORTH 9.52 FEET; THENCE EAST 10.50 FEET; THENCE NORTH 1.54 FEET; THENCE EAST 3.39 FEET; THENCE SOUTH 11.95 FEET; THENCE WEST 0.58 FEET; THENCE SOUTH 3.00 FEET; THENCE EAST 0.58 FEET; THENCE SOUTH 24.18 FEET; THENCE WEST 0.24 FELT: THENCE SOUTH 6.32 FEET; TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. (ALL CALLS ARE DESCRIBED ALONG THE FINISHED INTERIOR WALLS).

PARCEL 8:

COMMERCIAL SPACE WEST (LOT 16)

THAT PART OF LOT 16 IN BLOCK 4 IN DEVON-WESTERN ADDITION TO ROGERS PARK BEING A RESUBDIVISION OF LOTS 1 TO 24, INCLUSIVE, IN MARGERET FAZERS SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST 14 OF SECTION 31, TOWNSHIF 11 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THE VERTICAL BOUNDARY FOR WHICH BEGINS AT AND IS ABOVE A HORIZONTAL PLANE OF ELEVATION +22.89 (CHICAGO DATUM) AND IS LOCATED AT AND BELOW A HORIZONTAL PLANE OF ELEVATION +32.86 (CHICAGO DATUM), AND WHOSE HORIZONTAL BOUNDARY IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 2.58 FEET; THENCE NORTH AND PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 1.03 FEET TO THE POINT OF THE BEGINNING, SAID POINT BEING THE SOUTWEST CORNER OF THE FINISHED SURFACE OF INTERIOR WALLS, THENCE NORTH 6.43 FEET; THENCE WEST 0.22 FEET; THENCE NORTH 25.65 FEET; THENCE EAST 0.65 FEET; THENCE NORTH 5.40 FEET; THENCE WEST 0.65 FEET; THENCE NORTH 8.00 FEET; THENCE EAST 4.36 FEET; THENCE NORTH 4.55 FEET; THENCE EAST 13.58 FEET; THENCE SOUTH 18.87 FEET; THENCE EAST 0.80 FEET; THENCE SOUTH 6.47 FEET; THENCE WEST 0.85 FEET; THENCE SOUTH 19.46 FEET; THENCE WEST 3.95 FEET; THENCE SOUTH 1.16 FEET; THENCE EAST 5.35 FEET; THENCE SOUTH 4.19 FEET; THENCE WEST 19.12 FEET TO THE POINT OF THE BEGINNING, ALL IN COOK COUNTY, ILLINOIS. (ALL CALLS ARE DESCRIBED ALONG THE FINISHED INTERIOR WALLS).

PROPERTY IDENTIFICATION NUMBERS:

11-31-316-054-1001	11-31-316-054-1002	11-31-316-054-1003	11-31-316-054-1004	11-31-316-054-1005
11-31-316-054-1006	11-31-316-054-1007	11-31-316-054-1008	11-31-316-054-1009	11-31-316-054-1010
11-31-316-054-1011	11-31-316-054-1012	11-31-316-054-1013	11-31-316-054-1014	11-31-316-054-1015
11-31-316-054-1016	11-31-316-054-1017	11-31-316-054-1018	11-31-316-054-1019	11-31-316-054-1020
11-31-316-054-1021	11-31-316-054-1022	11-31-316-054-1023	11-31-316-054-1024	11-31-316-048-0000
11-31-316-049-0000	11-31-316-050-0000	11-31-316-051-0000	11-31-316-052-0000	11-31-316-053-0000

- 2. Principal Amount. The "Face Amount" of this Certificate equals the sum of Sixty-Three-Thousand-Vive-Hundred-Fifteen and 29/100 Dollars (\$63,515.29) and shall be increased by the attorneys' fees and costs incurred by Holder arising from and/or related to attempts to collect the Principal Balance (as defined below) of this Certificate, including, but not limited to, attorneys' fees and costs incurred by Holder with respect to an action seeking to foreclose the lien upon the Properties and rents and issues thereof, relating to this Certificate. The "Principal Balance" of this Certificate equals the sum of the Face Amount, all interest accrued thereon and other sums payable to Holder as provided in this Certificate.
- 3. Interest Rate. Interest shall accrue and be payable on the Principal Balance of this Certificate from and including the Effective Date (hereinafter defined) to and including the ninetieth (90th) day following the Effective Date (the ninetieth (90th) day following the Effective Date being herein the "Maturity Date"; the period of time from and after the Effective Date through and including the Maturity Date is sometimes referred to herein as the "Term") at a rate and in the aggregate amount of: the Principal Balance multiplied by the sum of seven hundred fifty (750) basis points plus one-fourth (1/4) the Prime Rate (hereinafter defined) in effect on the Effective Date (the sum of the foregoing

being herein the "Initial Interest"), notwithstanding the number of days the Principal Balance of this Certificate is outstanding during the Term. The Initial Interest is minimum earned interest on the Principal Balance for any period of time outstanding on or before the Maturity Date. From and including the first calendar day immediately following the Maturity Date to and including the date that the Principal Balance of this Ce. it cate is paid in full, interest shall accrue and be payable on the Principal Balance of this Certificate at a monthly floating rate equal to the sum of the one hundred fifty (150) basis points plus one twelfth (1/12) the Prime Rate (hereinafter defined) (the sum of the foregoing being hereir the "Default Interest Rate") with each change in the Default Interest Rate taking effect simultaneously with the change in the Prime Rate. For purposes of this Certificate, the urm "Prime Rate" means the annual rate of interest publicly announced from time to time by Bank of America, N.A., or its successors or assigns ("Bank"), as its prime rate. Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Bank to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other leaders or market rates in general, and the Bank may make various business or other loans at rates of interest having no relationship to such rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in the Bank's Prime Rate. If the Bank ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein

reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

- 4. Computation of Interest. Interest at the Default Interest Rate shall be computed on the Principal Balance evidenced hereby outstanding from time to time, on the basis of a three hundred sixty (360) day year, but shall be charged for the actual number of days within the period for which interest is being charged. Any sum advanced by the Holder that increases the Principal Balance shall be deemed to have been disbursed as of, and shall bear interest from the date of payment.
- Application of Payrae 1. The Principal Balance of this Certificate shall be increased by all unpaid interest and all other sums due hereunder and may be repaid in part or in whole at any time. All such payments on account of this Certificate shall be made by bank check, wire transfer or other certified funds to the Holder, and shall be applied first to interest on the unpaid Principal Balance at the applicable rate(s) herein provided, second to all other sums due Holder hereunder and the remainder to reduce the unpaid Principal Balance hereof.
- 6. Negotiable Instrument; Notice of Lien. Pursuant to 65 LCS 5/11-31-2(a), this Certificate shall be freely transferable and when sold or transferred by the Receiver in return for a valuable consideration in money, material, labor or services, shall be a first lien upon the Properties and the rents and issues thereof, and shall be superior to all prior assignments of rents and all prior existing liens and encumbrances, except taxes; provided, that within 90 days of such sale or transfer for value by the Receiver of this Certificate, the Holder thereof shall file notice of lien in the office of the recorder in the county in which the Properties are located, or in the office of the registrar of titles of such

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county if the Properties affected are registered under the Registered Titles (Torrens) Act. The notice of the lien filed shall set forth (1) a description of the Properties affected sufficient for the identification thereof, (2) the face amount of the Certificate, together with the interest payable thereon, and (3) the date when the Certificate was sold or transferred for value by the Receiver. The Principal Balance shall be increased by the attorneys' fees and costs related to preparing and recording the notice of the lien.

- Release of Lien; Enforcement. Upon payment to the Holder of the Certificate of the Principal Balance and upon the filing of record of a sworn statement of such payment, the lien of this Certificate shall be released. Unless the lien is enforced pursuant to 65 ILCS 5/11-31-2(b), the lien may be enforced, subject to 65 ILCS 5/11-31-2(b) by proceedings to foreclose as in the case of mortgages or mechanics' liens, and such action to foreclose such lien may be commenced. In the event the Principal Balance is not paid in full to Holder on or before the Maturity Date, or if Holder incurs any expenses or costs in connection with the protection or realization of any collateral, whether or not suit is filed thereon or on any instrument granting a security interest in said collateral, the Principal Balance shall be increased by all costs of collection of every kind, including but not limited to all appraisal costs, attorneys' fees, court costs, and expenses of every kind, incurred by Holder in connection with such collection or the protection or enforcement of any or all of the security for this Certificate, whether or not any lawsuit is filed with respect thereto.
- 8. <u>Insurance</u>; Real Estate Taxes. Holder may do such acts as may be required to pay past due real estate taxes and obtain and maintain such insurance policies as determined in Holder's sole discretion as reasonably necessary to protect Holder's interest with respect

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to this Certificate and any collateral for which secures this Certificate, including, but not limited to first mortgage insurance on the Certificate from an agency of the federal government, liability insurance, title insurance, and casualty insurance. The Principal Balance shall be increased by the costs incurred to purchase any such real estate taxes and insurance policy.

9. Aryointment of Receiver or Holder in Possession. Upon, or at any time after, the commencement of an action to foreclose the Lien, the court may, upon request of Holder, appoint a receiver of the Properties either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of any party with an interest in the Properties at the time of application for such receiver and without regard to the then value of the Properties or whether the same shall be then occupied as a homestead or not; and Holder may be appointed as such receiver or as Holder in possession (to the same effect as a mortgagee in possession). Such receive, or Holder in possession shall have power to collect the rents, issues and profits of the Properties during the pendency of such foreclosure action and, in case of a sale and deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as we I as during any further times (if any) when any party with an interest in the Properties, except for the intervention of such receiver or Holder in possession, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver or Holder in possession to apply the income in its hands in payment in whole or in part of: (a) the Principal Balance secured by the Lien or by any order or judgment

foreclosing the Lien of this Certificate; and (b) the deficiency in case of a sale and deficiency.

10.

By: JOHN T. SUZUKI

Signature: MMM/MM

Open Tr Oct County Clark's Office SWORN AND SUBSCRIBED TO

This 12 day of August , 20 [4]

Notary Public

OFFICIAL SEAL KEVIN W BALDWIN

NOTARY PUBLIC - STATE OF ILLINOIS

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2140-2150 DEVON COMMONS
RECEIVER CERTIFICATE ALLOCATION

8.3125% 1.77083%

Collateral Trustee, Inc Collateral Trustee, Inc DAG Leary BUPD Dacha

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	Total	Commercial	2144-18 2144-18 2144-1W 2150-1W	Per unit	Commercial /	Residential	2150-5W	2150-4E	2150-3W	2144-4W	2144-4E	2144-2E	2140-5W	2140-5E	2140-2W	Unit No.		
	∽]		· CI	Commercial All billed as 1 unit	58.37% \$	4.10% \$	4.13% \$	4.17% \$	4.12%		4.71%	4.24% \$	4.20%	4.20% \$	* 19% s	:	
	37,689.02 \$	7,875.65 \$	1,968.91 \$ 1,968.91 \$ 1,968.91 \$		\$	29,813.37	1,938.96 \$	1,948.07 \$	1,972.07	1948.42 \$		1953.15 \$		2,730.52 \$		198152 \$	3	
	3,132.90 \$	654.68	163.67 163.67 163.67	• -		2,478.24	161.18	161.77	183.93	161.96		167.57		226.97	165.11	184 71		
\Diamond	40,821.92	i	\$ 2,132.58 \$ 2,132.58 \$ 2,132.58 \$ 2,132.58			\$ 32,291.80	2,957.50	2,107.84	2,135.99	2,110.38		2115.26		\$ 2,957.50	2,151.36			
DOOP OF		\$ 151.06	\$ 37.76 \$ 37.76 \$ 37.76			\$ 571.83	\$ 52.37 \$ 37.19	\$ 37.33	\$ 37.82	\$ 37.37	\$ 37.64	\$ 37.26	\$ 52.87	\$ 52.37		Monthly Interest	11/11/2014	
T. Color	\$ 41,544.80	-	\$ 2,170.34 \$ 2,170.34 \$ 2,170.34 \$ 2,170.34	•		\$ 32,863.43	\$ 3,009.87 \$ 2,137.33	\$ 2,145.10	_	n 41	44 (A 44	*	\$ 3,009.87	• ••	Sala		
Ox	ا	7 \$ 150.73	\$ 38.43 \$ 38.43 \$ 38.43			3 \$ 501.96	3 \$ 37.85	49	44 4	^ 4 2	49 (,	49	* •	38.77	Monthly I		
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	49	11 \$ 156.45	w ex ex		つて	39 \$ -2-	60 60	*	e n (9	40 (n 41	49	**	* ** *	Monthly I	1/11/2015	
	\$ 43,029.21	*	39.11 \$ 2,247.89 39.11 \$ 2,247.89 39.11 \$ 2,247.89 39.11 \$ 2,247.89	•	,	\$ 34,037.65	54.24 \$ 3,117.41 38.5 \ 2,213.89		39.18 \$ 2,2,49		••	38.61 \$ 2,219 9	69	54.24 \$ 3,117.41	49 (7 8		
	9.21	44	***	•		*	60 60	44	**	• 40	C	. 45		7.4		Monthly		
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	43,791.18	9,150.79 \$	2,287.70 \$ 2,287.70 \$ 2,287.70 \$ 2,287.70 \$,		34,640,40 \$	3,172.82 \$ 2,252.90 \$		2,291.36		2,280.37		3,202,84	2,318.83	2,307.84			
	\$ 365g	162.04	40.51 * 40.51 * 40.51 *	į		613.42	56.18 \$	•	40.58		•••		56.72		40.87	3 ~	3/11/2015	
	18. 1. 18.	\$302.00	2,000 2,000 2,000 2,000 3,000 3,000 4,000 4,000 5,000			3 20 125												
	\$	164.91 \$	41.23 \$ 41.23 \$ 41.23 \$ 41.23 \$			624.29	57.18 \$ 40.60 \$	40.75	4120		41.10		57.72	41.79	41.58	ר.	4/11/2015	
	45,355.85	9,477.74	2,369.44 2,369.44 2,369.44 2,369.44			35,878.10	3,285.98 2,333.39	2,341.95	2,367.54	2,344.77	2,350.47	2,339.08	3,317.27	2.401.69	2,384.61	Balance Due		