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UNITED STATES BANKRUPTCY COURT
Northern District of Illinois

In re 1521 WEST SHERWIN, LLC

Case No: 15-24151



Doc#: 1519716043 Fee: \$74.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/16/2015 12:15 PM Pg: 1 of 19

LIS PENDENS NOTICE

I, the undersigned, do hereby certify that the above entitled petition was filed in the UNITED STATES BANKRUPTCY COURT Northern District of Illinois on the June 15, 2015 and is now pending in the Court and that the property affected by the cause is described as follows:

LOT 5 IN BLOCK 8 IN F.H. DOLAND'S SUBDIVISION IN ROGERS PARK, BEING THE 590 FEET LYING EAST OF AND ADJOINING THE WEST 175 FEET OF THAT PART OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD EVANSTON DIVISION PLAT RECORDED AS DOCUMENT 1194920, IN COOK COUNTY, ILLINOIS.

Property Index No.: 11-29-316-006-0000

Common Address: 1521 W. Sherwin Ave., Chicago, IL 60626 ("Property")

AND FURTHER SAYETH:

This Notice shall serve as constructive notice to every person subsequently acquiring an interest in or a lien on the Property, as provided in 735 ILCS 5/2-1901 and 735 ILCS 5/2-1902, of the fact that the 1521 WEST SHERWIN, LLC, has adverse claims and defenses against Standard Holdings RP1 LLC relating to its purported ownership of the Note, Mortgage, and other loan documents ("1521 Loan Documents") subject of the above-referenced petition.

UNOFFICIAL COPY**AND FURTHER SAYETH:**


Reference is hereby made to the NOTICE OF FORECLOSURE relating to the Property filed under Case No. 11-CH-08856 and recorded as Document # 1108204010, disclosing that Sovereign Bank assigned the Note to Standard Property Company, Inc., a California corporation. A true and correct copy of the NOTICE OF FORECLOSURE is attached hereto as **Exhibit A**.

AND FURTHER SAYETH:

This Notice shall serve as constructive notice to every person subsequently acquiring an interest in or a lien on the Property of all facts judicially admitted by Standard Holdings RP1 LLC under Case No. 11-CH-08856, including without limitations that the "1521 Note was sold to Standard Property Company Inc. ("Standard Property"), pursuant to that certain Mortgage Loan Purchase Agreement ("1521 Purchase Agreement") dated February 3, 2011." See 11-CH-08856 (Cook County).

AND FURTHER SAYETH:

Any purported negotiation of the Note on August 20, 2014 to Standard Holdings RP1 LLC by Santander Bank, N.A. is ineffective and void because the Note was not payable by its terms to Santander Bank, N.A. A certified copy of the petition filed in above referenced action, with schedules omitted, is attached hereto as **Exhibit B**.

Signature: 

1521 West Sherwin LLC by
its Manager Ivan Cico Jr.

PREPARED FOR & MAIL TO:

1521 West Sherwin, LLC
c/o Infinity Realty Group, LLC
1608 West Sherwin Ave. Suite-Office
Chicago, IL 60626

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State of Illinois)
) ss.
County of Cook)

This instrument was subscribed, sworn and acknowledged before me on July 15, 2015 by Ivan Cico Jr., personally known to me, in the capacity as a managing member of 1521 West Sherwin LLC.

(seal)



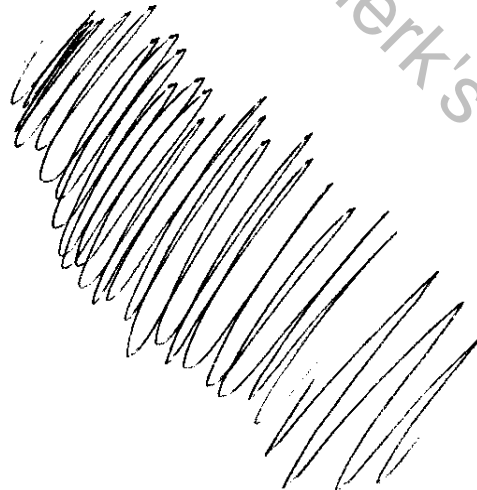
Sylvia Cohen
signature of notary public

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

EXHIBIT A



*** EXHIBIT A ***

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Doc#: 1108204010 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/23/2011 08:44 AM Pg: 1 of 2

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2450
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Matter Name: Standard/Sherwin)

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

STANDARD HOLDINGS RE, LLC, as assignee of Standard)
Property Company, Inc., a California corporation, as assignee of)
SOVEREIGN BANK, a Federal Savings Bank)

Plaintiff,)

Case No. 11 CH 08856)

vs.)

1521 WEST SHERWIN, LLC, an Illinois limited liability)
company, 1608 WEST SHERWIN, LLC an Illinois)
Limited liability company, CHICAGO SMSA LIMITED)
PARTNERSHIP, d/b/a VERIZON WIRELESS, and)
UNKNOWN OWNERS AND NONRECORD)
CLAIMANTS,)

Defendants.)

NOTICE OF FORECLOSURE

The undersigned certifies, pursuant to 735 ILCS 5/15-1503, that the above entitled mortgage foreclosure action was filed on March 9, 2011, and is now pending.

1. The names of all Plaintiffs and the case are identified above.
2. The court in which said action was brought is identified above.
3. The name of the title holder of record is 1521 West Sherwin, LLC.

S Y
P J
S _____
SC _____
INT J

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1108201019 Page: 2 of 2

4. The legal description, common address and permanent index number of the real estate sufficient to identify it with reasonable certainty is as follows:

LOT 5 IN BLOCK 8 IN F. H. DOLAND'S SUBDIVISION IN ROGERS PARK, BEING THE 590 FEET LYING EAST OF AND ADJOINING THE WEST 175 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD EVANSTON DIVISION PLAT RECORDED AS DOCUMENT 1194920, IN COOK COUNTY, ILLINOIS

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF, IN AND TO ANY STREETS AND ROADS ABUTTING THE ABOVE DESCRIBED PREMISES.

SAID PREMISES BEING KNOWN AS AND BY THE STREET NUMBER 1521 WEST SHERWIN AVENUE, CHICAGO, ILLINOIS 60626.

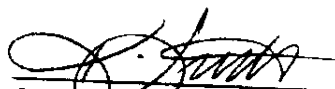
Permanent Index Numbers:

11-29-316-006-0000

5. An identification of the mortgage sought to be foreclosed is as follows:

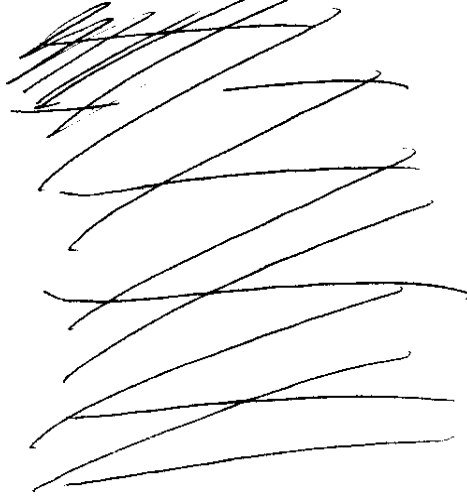
Name of Mortgagor:	1521 West Sherwin, LLC
Name of Mortgagee:	Sovereign Bank, a federal savings bank
Date of Mortgage:	March 31, 2008
Date and Place of Recording:	April 4, 2008, Cook County, IL
Identification of Recording:	Document No. 0809509057

Standard Holdings RP1 LLC, as assignee of
Standard Property Company, Inc., as assignee of
Sovereign Bank, a federal savings bank

By: 
One of its Attorneys

GINSBERG JACOBS, LLC
300 S. Wacker Drive, Suite 2450
Chicago, Illinois 60602
Attorney No.: 45920
312-660-9611 (office)
312-660-9612 (fax)

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Property of Cook County Clerk's Office

EXHIBIT B

*** EXHIBIT B ***

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B1 (Official Case) 1502435-1 Doc 1 Filed 07/15/15 Entered 07/15/15 16:10:31 Desc Main Document Page 1 of 12

United States Bankruptcy Court Northern District of Illinois, Eastern Division

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): 1521 West Sherwin LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) /Complete EIN (if more than one, state all): 26-2272139	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) /Complete EIN (if more than one, state all):
Street Address of Debtor (No. & Street, City, State & Zip Code): 1608 W Sherwin Ave Chicago, IL	Street Address of Joint Debtor (No. & Street, City, State & Zip Code):
ZIPCODE 60626-1954	ZIPCODE
County of Residence or of the Principal Place of Business: Cook	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
ZIPCODE	ZIPCODE
Location of Principal Assets of Business Debtor (if different from street address above): 1608 W Sherwin Ave, Chicago, IL	
ZIPCODE 60626-1954	

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and L.P.) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (if debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input checked="" type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtor Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (Applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	--

Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.	THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000	This is to certify that the within and attached document is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois. JEFFREY P ALLSTEADT CLERK OF COURT By <u>Jeffrey P. Rarnet</u> Deputy Clerk 7/16/15
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input checked="" type="checkbox"/> \$500,001 to \$1,000,000 <input type="checkbox"/> \$1,000,001 to \$10,000,000 <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input checked="" type="checkbox"/> \$500,001 to \$1,000,000 <input type="checkbox"/> \$1,000,001 to \$10,000,000 <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	

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Voluntary Petition (This page must be completed and filed in every case)	Document Page 3 of 12	Name of Debtor(s): 1521 West Sherwin LLC
--	--------------------------	--

All Prior Bankruptcy Case Filed Within Last 8 Years (If more than two, attach additional sheet)

Location Where Filed: None	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor: None	Case Number:	Date Filed:
District:	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X
Signature of Attorney for Debtor(s) _____ Date _____

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.
 No

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box.)

- Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

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Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Document Page 3 of 12 Name of Debtor(s): 1521 West Sherwin LLC
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Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under Chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Attorney*

X /s/ Karen Jackson Porter
Signature of Attorney for Debtor(s)

Karen Jackson Porter 6188626
Porter Law Network
230 West Monroe St. Suite 240
Chicago, IL 60606

porterlawnetwork@gmail.com

July 15, 2015
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Petition Preparer

I declare under penalty of perjury that: 1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; 2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and 3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social Security Number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Ivan Cico, Jr.
Signature of Authorized Individual **July 15, 2015**

Ivan Cico, Jr.
Printed Name of Authorized Individual

Manager
Title of Authorized Individual

July 15, 2015
Date

X _____
Signature

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose social security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. § 110; 18 U.S.C. § 156.

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**United States Bankruptcy Court
Northern District of Illinois, Eastern Division**

IN RE:

1521 West Sherwin LLC

Case No. _____

Debtor(s) _____

Chapter 11 _____

LIST OF EQUITY SECURITY HOLDERS

Registered name and last known address of security holder	Shares (or Percentage)	Security Class (or kind of interest)
Ivan Cico, Jr. 1612 W Touhy Ave Chicago, IL 60626-2514	100	Member and Manager

Property of Cook County Clerk's Office

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
))
1521 W. Sherwin LLC) Case No.
))
Debtor) Judge

**LIST OF CREDITORS AND PARTIES IN INTEREST TO RECEIVE NOTICE OF THE
COMMENCEMENT OF THE CASE**

Santander Bank f/k/a Sovereign Bank
195 Montague St.
Brooklyn, NY 11201

Standard Property Company, Inc.
1901 Avenue of the Stars, Suite 395
Los Angeles, CA 90067

Standard Holdings RP1, LLC
1901 Avenue of the Stars, Suite 395
Los Angeles, CA 90067

Peter J. Schmidt and Jean Soh
Polsinelli PC
161 N. Clark St., Suite 4200
Chicago, IL 60601

Michael Zucker
Peak Properties, LLC
2201 W. Roscoe
Chicago, IL 60618

Bardia Fard
Acumen Law Group, LLC
2338 W. Belmont, 2nd Floor
Chicago, IL 60618

Demetria Pautz
Fidelity National Law Group
10 S. LaSalle St., Suite 2750
Chicago, IL 60603

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Nazar Kashuba
Demchenko and Kashuba
2338 W. Belmont
Chicago, IL 60618

Tracy Ickes
Ginsberg Jacobs LLC
300 S. Wacker Drive, Suite 2750
Chicago, IL 60606

Karen J. Porter
Attorney No 6188626
PORTER LAW NETWORK
230 West Monroe
Suite 240
Chicago, Illinois 60606
Phone: 312-372-4400
Fax: 312-372-4160

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United States Bankruptcy Court
Northern District of Illinois, Eastern Division

IN RE:

Case No. _____

1521 West Sherwin LLC

Chapter 11

Debtor(s)

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept \$ \$6,717.00

Prior to the filing of this statement I have received \$ 6,717.00

Balance Due \$ _____

2. The source of the compensation paid to me was: Debtor Other (specify): Ivan Cico, Jr.

3. The source of compensation to be paid to me is: Debtor Other (specify):

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e. [Other provisions as needed]

The filing fee has been paid. The final compensation will be the amount awarded by the court after the presentation of applications for compensation.

6. By agreement with the debtor(s), the above disclosed fee does not include the following services:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

July 15, 2015

Date

/s/ Karen Jackson Porter

Karen Jackson Porter 6188626
Porter Law Network
230 West Monroe St. Suite 240
Chicago, IL 60606

porterlawnetwork@gmail.com

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PORTER LAW NETWORK

230 West Monroe, Suite 240, Chicago, IL 60606

July 14, 2015

Mr. Ivan Cico, Jr
 Manager
 1521 West Sherwin, LLC
 1608 W Sherwin
 Chicago, IL 60626

**AGREEMENT TO PROVIDE LEGAL SERVICES
 CHAPTER 11 BANKRUPTCY CASE**

On behalf of our firm we want to thank you for selecting us to represent the Illinois Limited Liability Company that you own 1521 West Sherwin, LLC. ("1521 West") Lawyers are required, under the Rules of Professional Conduct, when beginning the representation of a client to communicate to the client the basis for their fees and the rates they will charge.

We determine the legal fees that we will charge a client by considering many factors. Some of the factors that we consider include: (1) the difficulty of the questions and legal issues presented; (2) the time spent to analyze the facts and documents; (3) the legal research that is required; (4) the time limitations that are imposed by the particular case or circumstances and (5) degree of responsibility involved to manage the particular case.

SCOPE OF LEGAL SERVICES

1521 West owns the real property located at 1521 West Sherwin, Chicago, IL 60626 ("the Property). The Property is a multi-unit residential property with more than 50 apartments. Standard Holdings RPI LLC ("Standard Holdings") alleges that it holds the note and mortgage on the Property. Standard Holdings is the plaintiff in foreclosure case number 11 CH 16212 pending in the Circuit Court of Cook County. On August 11, 2011, the Circuit Court appointed Peak Properties as the receiver for the Property. The receiver has remained in possession and control of the Property and is collecting the rental income. You have determined that it is in the best interest of 1521 West to file a chapter 11 case to stop the foreclosure case and attempt to (i) regain possession and control of the Property from the receiver; (ii) restructure the mortgage against the property and (iii) prevent a foreclosure sale of the Property.

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We agree to perform legal services in connection with filing a chapter 11 bankruptcy case for 1521 West. The representation will include attending court proceedings; drafting pleadings; drafting schedules; drafting, prosecuting and defending motions; drafting plans of reorganizations and disclosure statements. We agree to perform the legal services that are reasonable and necessary to complete the chapter 11 case by confirming a plan of reorganization, converting the chapter 11 case to a chapter 7 case or dismissing the chapter 11 case.

This agreement is limited to representing 1521 West in connection with a chapter 11 bankruptcy case. The filing of the chapter 11 case will only protect 1521 West from the collection efforts of creditors. The execution of this agreement does not obligate us to represent any individuals or entity other than 1521 West in connection with any matter other than a chapter 11 bankruptcy case.

ATTORNEY'S FEES AND COSTS

1521 West agrees to pay for all the legal fees and expenses incurred by the Porter Law Network. 1521 West further agrees to pay the Porter Law Network any balance due for the legal services we render after any retainer funds paid are applied.

The Porter Law Network will charge you the following hourly rates for the legal services that it provides: \$425.00 per hour for the services of Karen J. Porter; \$250.00 per hour for associate attorney Joseph Homsy and \$125.00 per hour for legal assistants.

The Porter Law Network reserves the right to charge for expenses. 1521 West agrees to pay for the expenses that are required for your case. Such expenses will include, but are not limited to: (1) court filing fees; (2) photocopies \$0.5 per page, (3) messenger deliveries; (4) actual cost of postage for notices to your creditors, and (5) actual cost of court reporters and transcripts. In addition, we conduct computerized case docketing and legal research from our offices and we will bill those fees to you as an expense.

We request that 1521 West pay a retainer of \$5,000.00 plus the filing fee of \$1717.00 in order for us to represent 1521 West a chapter 11 case. PLEASE BE INFORMED that the retainer amount of \$5,000.00 is not a statement or limitation as to the total cost of the legal services and expenses 1521 West can expect to incur for this chapter 11 case. We are unable to set or limit the amount of the total cost for legal fees and expenses for this chapter 11 case. The Porter Law Network will perform the legal services at the hourly rates set forth in this agreement.

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We consider the retainer an advance payment retainer under Illinois law because we are committing to provide legal services for the duration of the chapter 11 case rather than on a month to month basis. We will deposit the retainer into our operating account. The retainer becomes our property when we receive the retainer. You have the right to request that the retainer be treated as a security retainer and placed into our client trust account. We reserve the right to change the terms of our representation if you request a security retainer.

ATTORNEYS RESPONSIBILITIES

We agree to perform the following legal services in connection with the chapter 11 case:

- (a) To give you legal advice with respect to its powers and duties as a debtor-in-possession the continued management of its assets;
- (b) To prepare such applications, motions, complaints, orders, reports, pleadings, plans, disclosure statements or other papers on Your behalf that may be necessary in connection with this case;
- (c) To attend meetings of creditors and meetings with third parties;
- (d) To assist you in preparing and obtaining the court's approval of a plan of reorganization and disclosure statement in order to preserve the value of your assets;
- (e) To take such action as may be necessary with respect to claims that may be asserted against you and
- (f) To perform any other legal services which may be required in connection with this chapter 11 case.

CLIENT RESPONSIBILITIES

You agree to fully cooperate with us with respect to the chapter 11 case. You agree to provide us with complete and accurate information concerning 1521 West's financial affairs. You agree to provide us with a complete and accurate list of all creditors, real and personal property, income and all the other information required by the United States Bankruptcy Court and the United States Trustee responsible for your case.

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1521 West will be operating as a debtor in possession in the chapter 11 proceeding. The Office of the United States Trustee imposes obligations on a debtor in possession. We have given you a copy of the Operating Instruction for chapter 11 debtors. You are responsible for reading and complying with the operating instructions. While the chapter 11 case is pending you will be required to do the following for 1521 West:

- (a) Open a debtor in possession account;
- (b) File monthly operating reports;
- (c) Pay quarterly fees to the trustee;
- (d) Maintain insurance coverage; and
- (e) File state and local tax returns when due.

We have explained to you that the financial restructuring of the mortgage held by Standard Holdings using chapter 11 of the Bankruptcy Code will be a difficult legal proceeding. We have explained to you that we will attempt to regain possession and control of the property from the receiver. However, the decision to terminate the receiver's possession is made by the court and Standard Holdings has the right to object to a request to remove the receiver.

The rental income generated by the Property constitutes the cash collateral of Standard Holdings. The court and/or the creditors must authorize 1521 West use of the cash collateral. If 1521 West regains possession of the Property from the receiver, 1521 West will be required to maintain a budget and make monthly interest payments to adequately protect Standard Holdings.

1521 West be required to propose a plan of reorganization. The plan of reorganization must be accompanied by a disclosure statement. The Bankruptcy Code and the Bankruptcy Court have many requirements for a plan of reorganization. For these reasons, we cannot guarantee that the Chapter 11 reorganization for 1521 West will result in the approval of a plan of reorganization. We must also advise you that in the event 1521 West cannot develop a viable reorganization plan to restructure the mortgage against the Property, 1521 West will be faced with a dismissal of the Chapter 11 case or the conversion to a Chapter 7 liquidation.

You will be required to cooperate with us regarding the preparation of a plan of reorganization and a disclosure statement that meets the requirement of the Bankruptcy Code and the Bankruptcy Court. In order to propose a plan of reorganization, you may be required to retain an appraiser to appraise the Property and an accountant to prepare budgets, operating reports and projections. You may also be required to retain other professionals such as real estate brokers. You will be required to obtain the court's approval in order to retain any professional. You will also be required to pay the fees charged by that professional.

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You understand that we will not be able to provide adequate legal representation if you fail to provide us with complete and accurate information, fail to fully cooperate with us, fail to pay retainer funds or to otherwise fulfill your obligations as a chapter 11 debtor. You further understand that your failure to provide information, to cooperate with us, or to fulfill your duties during the chapter 11 case may increase the cost of the legal services we render, or may result in the chapter 11 case being dismissed by the court, or our withdrawing as your attorneys.

TERMINATION OF AGREEMENT

We reserve the right to withdraw as your attorneys of record and to terminate this agreement (1) if our legal fees and expenses are not paid as set forth in this agreement, (2) if you fail to cooperate with us during the chapter 11 proceeding, (3) if you fail to comply with any requirement of the United States Trustee (4) if you fail to obey an order of the court, (5) if you spend cash collateral without authorization and (6) if you fail to comply with any other terms of this agreement.

Any party may terminate this agreement with or without cause and at any time upon giving written notice to the other party. The termination of this agreement will not affect your obligation to pay any outstanding legal fees. We agree that if this agreement is terminated we will return any files in our possession to you provided you have paid any outstanding legal fees and expenses, including copy charges for copying the files.

ENTIRE AGREEMENT

This agreement contains our full and complete understanding with respect to the subject matter hereof. This agreement supersedes all prior representations and understandings whether written or oral. This agreement shall be governed by the laws of the State of Illinois in all respects. This agreement may be executed by facsimile or electronic signature and in counterparts. Please date and countersign this Agreement in the space below and return it to me so that we will have a written memorandum of our mutual understandings regarding our representation. Please retain a copy of this agreement for your file.

Dated:

PORTER LAW NETWORK

By: 

1521 WEST SHERWIN, LLC

By: 

Ivan Cico, Jr., Manager