

Doc# 1700429104 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/04/2017 03:09 PM PG: 1 OF 6

**DOCUMENT COVER SHEET** 

RECEIVER'S CERTIFICATE
AND
ASSIGNMENT OF RECEIVER'S CERTIFICATE

Mail To: Kluever & Platt, LLC 65 East Wacker Place, Suite 2300 Chicago, IL 60601

ps/

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

THE CITY OF CHICAGO, A MUNICIPAL	)		
CORPORATION	)		
C/x	)		
PLAINTIFF, J	)		
Ox	)	NO.	09-M1-450641
VS.	)		
0-	)	RE.	7352 S CHAMPLAIN
0/	)		CHICAGO, IL
US BANK, N.A. AS TRUSTEE, FOR CMLTI	)		,
2007-WFHE2, UNKNOWN TENANTS AND	. )		•
OCCUPANTS, UNKNOWN OWNERS AND	) )		
NON-RECORD CLAIMANTS,	45		
	)	7_	
DEFENDANTS.	) -		),

# RECEIVER'S CERTIFICATE NO. 1

1. This Receiver's Certificate No. 1 (the "Certificate") is made by and in favor of Property Holdings, LLC, an Illinois limited liability company, being the court-appointed receiver (the "Receiver"), under the authority of the Circuit Court of Cook County, Illinois as set for in its Order dated July 18, 2012, in the above-captioned action (the "Order") and pursuant to 65 ILCS 5/11-31-2(a) relating to the property commonly known as 7352 S. Champlain Avenue, Chicago, Illinois, 60619, legally described as follows (the "Property"):



1700429104 Page: 3 of

#### **UNOFFICIAL COPY**

THE SOUTH 3.00 FEET OF LOT 9 AND THE NORTH 22.00 FEET OF LOT 10 IN SUB BLOCK 3 OF BLOCK 2 IN BROOKLINE, SAID BROOKLINE, BEING A SUBDIBISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Permanent Tax Number:

20-27-220-036-0000.

Commonly Known As:

7352 S. Champlain Avenue,

Chicago, Illinois 60619.

2. Principal Amount. The "Face Amount" of this Certificate equals the sum of six thousand two hundred and seventy dollars and forty-one cents (\$6,270.41) and shall be increased by the alterneys' 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 foreciese the lien upon the Property and rents and issues of the Property, relating to this Certificate. The "Principal Balance" of this Certificate equals the sum of the Face Amount, all inte est accrued thereon and other sums payable to holder as provided in this Certificate.

- 3. <u>Issuance under Court Order</u>. This Receiver's Certificate is issued under and by virtue of an Order of Circuit Court of Cook County, Illinois in the above-exptioned action on November 21, 2012 pursuant to 65 ILCS 5/11-31-2.
- 4. Interest Rate. Interest shall accrue and be payable on the Principal Balance of this Certificate from and including the Effective Date to and including the ninetieth (90th) day following the Effective Date (the ninetieth (90th) being titled the "Maturity Date" and all future dates after the Maturity Date until the Principal Balance is paid in full at an interest rate of seven point five percent (7.5%) per annum.

- 5. <u>Computation of Interest</u>. Interest at the Default Interest Rate shall be computed on the Principal Balance evidenced in this Receiver's Certificate No. 1 outstanding, on the basis of a three hundred sixty-five (365) 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 bear interest from the date of the sum advanced.
- 6. Negotivite Instrument; Notice of Lien. Pursuant to 65 ILCS 5/11-31-2(a), this Certificate is freely transferable and when sold or transferred by the Receiver shall be a first lien upon the Property and the rents and issues of the Property, 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 of this Certificate shall file notice of the lien in the office of the recorder in the county in which the Property is located, or in the office of the registrar of titles of such county if the Property affected is registered under the Registered Titles (Torrens) Act. The notice of the lien field shall set forth (1) a description of the Property affected sufficient for the identification of the Property, (2) the face amount of the Certificate, together with the interest payable on the Certificate, 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.
- 7. 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

1700429104 Page: 5 of 6

### **UNOFFICIAL COPY**

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. 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 pursuant to the lien of this Certificate or on any instrument granting a security interest in the Property, 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 the 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 on this Certificate.

8. Effective Date. The "Effective Date" of this Certificate is November 21, 2012.

Property Holding

MINE OVSZEWSY

Its: Authorized Signatory

space above left for Cook County Recorder of Deeds

#### ASSIGNMENT OF RECEIVER'S CERTIFICATE

For the sum offer dollars (\$10.00) and for other good and valuable consideration, Property Holdings, LLC, Inc. does hereby sell, assign and transfer to Area Wide Realty Corporation, an Illinois Corporation; the foregoing Receiver's Certificate No. 1 arising out of Case No. 09 M1 4506/1, for the following described property:

THE SOUTH 3.00 FEET OF LOT 2 AND THE NORTH 22.00 FEET OF LOT 10 IN SUB BLOCK 3 OF BLOCK 2 IN BROOKLINE, SAID BROOKLINE, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7352 S. Champlain Ave., Chicago, IL 60619

**2**016

Dated:

By:

PIN NO.: 20-27-2**1**0-036-0000

0/4/5 The undersigned, Area Wide Realty Corporation, hereby accepts the assignment and transfer of the Receiver's Certificate berein.

Dated:

2016

By:

Area Wide Realty Corporation 2125 S. Laramie Avenue Cicero, Illinois 60843 (708) 656-3333