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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Prepared By and Return to: Steven H. Baer High Ridge Partners 140 South Dearborn #420 Chicago, IL 60603



Doc# 1701913005 Fee \$42,00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/19/2017 09:40 AM PG: 1 OF 3

IN THE CIRCULT COURT OF COOK COUNTY, ILLINOIS COUNTY DEVARTMENT, CHANCERY DIVISION

WORLD FUEL SERVICES, INC.	0/4
Plaintiff,	
v.	Case No. 13 CH 26798
MILLENNIUM INVESTMENT GR	· · · / — — — — — — — — — — — — — — — —
et. al.;) 95 00 Grand Avenue Franklin Park, Illinois 60131
Defendants.) /Z

RECEIVER'S CERTIFICATE NO. 1

1. This Receiver's Certificate No. 1 (the "Certificate") is made to the order of STEVEN H. BAER (the "Receiver" or "Plaintiff") (each person or entity of which is the holder of this Certificate is sometimes referred to herein as "Holder"), being the court-appointed receiver (the "Receiver"), under the authority of the Circuit Court of Cook County, Illinois as set forth in its Order dated October 14, 2015, and amended from time to time, in the above-captioned action (the "Order") and pursuant to the Illinois Mortgage Foreclosure Law and the Court Orders of October 14, 2015, April 9, 2016, July 20, 2016 and November 7, 2016 relating to the property commonly known as 9500 Grand Avenue in Franklin Park, Illinois, legally described as follows (the "Property"):

LOTS 19, 20, 21 AND 22 (EXCEPT THAT PART OF LOT 19 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 19; THENCE ON AN ASSUMED BEARING OF NORTH 82 DEGREES 48 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF

CCRD REVIEWER

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SAID LOT, A DISTANCE OF 15.00 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAY SURVEY MARKER ON THE EASTERLY LINE OF SAID LOT 19; THENCE SOUTH 00 DEGREES 12 MINUTES 15 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN BLOCK 17 IN FRANKLIN PARK, A SUBDIVISION OF WEST ½ OF NORTHWEST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-27-121-038-0000

2. Principal Amount. The "Face Amount" of this Certificate equals the sum of ELEVEN THOUSAND ONE HUNDRED FIFTY and 00/100 Dollars (\$11,150.00) 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 Property 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.

Interest shall accrue and be payable on the Principal Balance of this Certificate at a rate and in the aggregate amount of one an i a half percent (1.5 %) per month.

Interest shall be computed on the Principal Balance evidenced hereby outstanding from time to time, on the basis of a three hundred fixty (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.

- 3. Application of Payment. 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.
- 4. <u>Negotiable Instrument; Notice of Lien.</u> This Certificate shall be freely transferable and when sold or transferred by the Receiver in return for a valuable consideration to money, material, labor or services, shall be a first lien upon the Property 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 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 filed shall set forth (1) a description of the Property 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.

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- 5. 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. The lien may be enforced by proceedings to foreclose as in the case of mortgages or mechanic' liens, and such action to foreclose such lien may be commenced. In the event the Principal Balance is not paid in full to Holder, 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.
- Insurance; 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 to this Certificate and any collateral followhich 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.
- 7. Appointment of Receiver or Holder in Possession. Upon, or at any time after, the commencement of an action to forecle se the lien, the court may, upon request of Holder, appoint a receiver of the Property either before of after foreclosure sale, without notice and without regard to the solvency or insolvency of any party with an interest in the Property at the time of application for such receiver and without regard to the then value of the Property 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 receiver or Holder in possession shall have power to collect the rents, issues and profits of the Property 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 well as during any further times (if any) when any party with an interest in the Property, 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 to cincome 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 easy of a sale and deficiency.
 - 8. Effective Date. The "Effective Date" of this Certificate is January 18, 2017.

By:

Name: Steven H. Baer

SWORN and SUBSCRIBED to this 18th day of Inney, 2017.

Notary Public

OFFICIAL SEAL LORAINE TORRES NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/09/18

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