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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/04/2017 01:25 PM PG: 1 OF 4

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

36 HOLDINGS LLC, a Delaware limited liability
company,)

Plaintiff,)

v.)

EHC, LLC, an Illinois limited liability company, JOHN)
J. WALLACE, THE CHICAGO TRUST COMPANY,)
as successor trustee to Charter National Bank & Trust)
Company, as trustee under Trust Agreement No. 1720)
dated March 29, 1999; LJBV, LTD, an Illinois)
corporation; ROBERT J. VOEGEL; MARLENE N.)
VOEGEL; UNITED STATES CELLULAR)
OPERATING COMPANY OF CHICAGO, LLC, a)
Delaware limited liability company; SPRINTCOM,)
INC., a Kansas corporation; and UNKNOWN OWNERS)
AND NON-RECORD CLAIMANTS,)

Defendants.)

No. 2015-CH-09675

Calendar 60

Judge Gerald V. Cleary

Room 2810

Property At:

36 W. Randolph St., Chicago, IL

RECEIVERSHIP CERTIFICATE NO. A-01

CERTIFICATE No. 1

AMOUNT: \$100,000.00

ISSUED IN FAVOR OF: 36 Holdings, LLC

DATE: April 3, 2017

PH


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1. This certificate of indebtedness is issued by Donald A. Shapiro (the "Receiver" and his "Receivership"), not individually, but solely in his capacity as the court-appointed receiver of the real property commonly known as 36 West Randolph Street in Chicago Illinois, Cook County ("Dearborn Real Estate"), together with all buildings and improvements erected or standing on the Dearborn Real Estate and all appurtenances, easements, fixtures, privileges, licenses, intellectual property and rights attached or belonging to the Dearborn Real Estate, and with all rents, issues, income and profits of the foregoing, collectively with the Dearborn Real Estate, the "Dearborn Property." A legal description of the Dearborn Property is attached as Exhibit A-1 hereto, and incorporated by reference.
2. This certifies that there is due to 36 Holdings, LLC ("Lender") from the Receiver the principal sum of one hundred thousand dollars (\$100,000.00) together with interest on that amount as provided in Paragraph 3 below, payable (a) on the sale (by foreclosure or otherwise) or refinance of the Dearborn Property, from the proceeds of same, or (b) on the date of the final distribution of the Receivership's assets from liquid assets over and above those necessary to pay debts incurred by the Receiver by reason of the Receiver's appointment. If the indebtedness evidenced has not been paid in full before or pursuant to final distribution of the Receivership's assets, this certificate shall continue to be a lien on the Dearborn Property, real and personal, of the Receivership estate distributed in the final distribution of the Receiver's assets, with such priority as provided in Paragraph 4, below, and the indebtedness evidenced shall be payable from any proceeds generated (a) on the sale or refinance of the Dearborn Property, from the proceeds of same, or (b) on collection of rental or other income from the Dearborn Property, from the monies collected, until the indebtedness is paid in full. All payments under the above shall be applied first to the payment of any accrued and unpaid interest, fees, and costs, and then to the payment of principal. Payment shall be made at such place as the holder shall direct. On the payment, the holder shall surrender this certificate to the person making the payment, marking the same "paid in full," and shall deliver to the person making the payment an instrument in recordable form executed by the obligee, the obligee's successor in interest, or the obligee's assign (in which case a written assignment in recordable form shall also be delivered), releasing the lien of this certificate on all property encumbered. In addition to and not in derogation of the above provisions of this Paragraph 2, the obligee (or the obligee's successor in interest or assign) shall have the right at any time following the recordation in the Official Records of Cook County, to release the lien of this certificate on all property encumbered by executing an instrument in recordable form releasing the lien. The lien shall be released on the recordation of the instrument in the Official Records of Cook County.
3. Interest on the principal sum of this certificate shall accrue from the date of this certificate at the rate of 9.5% per annum. Interest will be computed on a three hundred sixty-five (365) day basis and the actual number of days elapsed, and shall be compounded annually.
4. The term of this Certificate shall commence on the date set forth below or after the Receiver's receipt of payment from Lender, whichever is later, ("Effective Date") and shall end on the date exactly two years after the Effective Date, at which time the full amount of interest and principal shall be due and payable to Lender.

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5. This certificate shall constitute a lien on all of the Dearborn Property, have priority over all other liens encumbering the Dearborn Property, whether previously existing or later created; provided, however, that with respect to the certificates of indebtedness issued by the Receiver, this certificate shall have priority over all other certificates of indebtedness of a larger certificate number which will be executed subsequent to the date of this certificate and shall be subordinated to all certificates of indebtedness of a smaller certificate number which were executed prior to the date of this certificate.
6. This certificate is issued under the authority of, and in accordance with, the orders of the Circuit Court of Cook County in the above-captioned receivership proceeding.
7. This certificate is declared to be a debt of the Receiver, and his successors as Receiver, and the Receiver shall have no personal liability with respect to any of the obligations referred to in this certificate.
8. This certificate shall not be obligatory for any purpose until signed by the Receiver.

Dated: 4/3/17



 Donald A. Shapiro, solely in his capacity
 as the Receiver of the Dearborn Property

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, Elizabeth Beraun, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald A. Shapiro appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3 day of April, 2017.




 Notary Public

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EXHIBIT A-1

LEGAL DESCRIPTION OF DEARBORN PROPERTY

LOTS 5 TO 8, BOTH INCLUSIVE, IN THE ASSESSOR'S DIVISION OF LOT 5, 6, AND 8, AND ALL THAT PART OF ORIGINAL LOT 5 IN BLOCK 36, LYING SOUTH OF A LINE, RUNNING EAST AND WEST, AND 110 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE FIRST ALLEY TO THE NORTH AND LYING WEST OF A LINE 60.24 FEET, EAST OF AND PARALLEL WITH THE EAST LINE OF DEARBORN STREET, AND NORTH OF THE NORTH LINE OF LOTS 6, AND 8, IN ASSESSOR'S DIVISION OF LOTS 5, 6 AND 8 IN BLOCK 35, IN ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-09-439-016-0000

Common Address: 36 West Randolph Street, Chicago IL 60601