DECLARATION OF FORFEITUR OF FICIAL COPY

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STATE OF ILLINOIS

COUNTY OF COOK

AZ SPE, LLC.

HAWTHORN PROPERTIES, LLC. & HARJINDER SINGH

#1717208070*

THOC# 1717208070 Fee \$98.00

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

KAREN A.YARBROUGH
COOK COUNTY RECORDER OF DEEDS

DATE: 06/21/2017 10:49 AM PG: 1 OF 31



THE OWNER OF RECORD, AZ SPE, LLC, does hereby make this DECLARATION OF FORFEITURE against, HAWTHORN PROPERT E.S., LLC., and Harjinder Singh on this **20** day of June, 2017, and hereby STATES UNDER OATH, under PENALTY of PIR URY as to the following known facts and documents:

- 1) That on the 20th day of March, 2015, the Seller AZ SPE, LLC., entered into an Articles Of Agreement For Deed with HAWTHORN PROPERTIES, LLC. (Attached hereto as Exhibit "A")
- 2) That on March 18th, 2017, a 40 DAY DEMAND and Notice of Intention To File Suit was provided and tendered to Hawthorn Properties, LLC., advising them that they were in Default of the Articles of Agreement For Deed and providing a period of thirty days to cure said default cursuant to said Articles of Agreement For Deed and Pursuant to 735 ILCS 5/9-104.1. (Attached hereto a Exhibit "B")
- 3) That said Notice was mailed Certified Mail, return receipt requested and regular first class mail, postage prepaid, at the Western Springs Post Office, Western Springs, IL 60558.
- 4) Said Notice was received certified by Hawthorne's Registered Agent on 4-13-17 at 850 East Northwest Highway, Palatine, IL and served certified to Hawthorne Properties, LLC at 140 Hawthorne Rd., Barrington, IL all pursuant to statute when said mailing was unclaimed and/or refused on or about A-13-17.
 - 5) That Hawthorn Properties, LLC., has failed to rectify nor cure ine Default expressed in said Notice.
- 6) The aforementioned Articles Declared: "If purchaser defaults by ailing to pay when due any monthly payment and such default is not cured within 15 days written Notice to purchaser....Selle, may treat such default as a breach of this Agreement and seller shall have the option to declare this Agreement null and void" (Exhibit "A" para.14). The Purchaser was actually given a 40 Day Notice to comply with statute.
- 7) That the property is legally described as:
 THAT PART OF THE NORTHWEST 1/4 LYING NORTHEASTERLY OF THE NORTHFASTERLY LINE OF THE
 NORTHWEST HIGHWAY OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
 MERIDIAN, MORE FULLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST
 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE SOUTH 219.8 FEET, THENCE FORTHWEST AT
 AN ANGLE OF 59 DEGREES 06 MINUTES, 436.1 FEET TO THE POINT OF INTERSECTION WITH THE NORTH
 LINE OF SAID SECTION 16, THENCE EAST 374.6 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.

Commonly knows as: 1225 W. Northwest Highway, Palatine, IL 60067

Permanent Index Number (PIN): 02-16-102-001-0000

WHEREFORE, A DECLARATION OF FORFEITURE IS HEREBY MADE BY THE BELOW SIGNED THAT ALL RIGHTS, OF HAWTHORN PROPERTIES, LLC., LEGAL, EQUITABLE, FINANCIAL OR OTHERWISE ARISING OUT OF THE ARTICLES OF AGREEMENT FOR DEED, PERCEIVED OR DECLARED SPECIFICALLY THEREIN, ARE FORFEITED FOREVER, AND SAID ARTICLES OF AGREEMENT FOR DEED IS HELD NULL AND VOID, AND THIS DECLARATION IS MADE PURSUANT TO PARAGRAPH 14 OF SAID AGREEMENT AND THE RECORDING OF THIS FORFEITURE IN THE RECORDER OF DEEDS OFFICE CONCLUSIVELY DETERMINES THE AGREEMENT TO BE NULL AND VOID.

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STATE OF ILLINOIS

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COUNTY OF COOK

THE AFFIANT, AZ SPE, LLC., being first duly sworn on oath deposes and says, that he is which is the Owner of Said aforementioned Property; that he has read the foregoing notice and DECLARATION OF FORFEITURE, knows the contents thereof, and the exhibits attached thereto, and that all the statements therein contained are true and correct to his independent belief and knowledge, and the exhibits attached thereto are true and accurate copies of the originals as they exist.

AZ SPE, LLC.,

BY AHMAD ZAHDAN, MANAGING MEMBER

Subscribed and sworn to before me this **70** day of JUNE A.D. 2017

Mail to:

This instrument prepared by:

Name Address: City

William P. Danna, Ltd. 1105 W. Burlington Avenue Western Springs, IL 60558

Phone (708)246-4781 Name Address City

Phon

William P. Danna, Ltd. 1105 W. Burlington Avenue Western Springs, IL 60558 (708)246-4181 SOM CO

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ARTICLES OF AGREEMENT FOR DEED

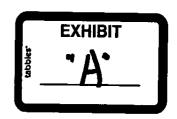
These Articles of Agreement for Deed (the "Agreement") are entered into this 20 day of March, 2015 ("Execution Date"), by and between AZ SPE, LLC, an Illinois limited liability company ("Seller"), and Hawthorn Properties, LLC, an Illinois limited liability company ("Purchaser"). In conjunction with the execution of this Agreement, Seller has paid Two Million, Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00), plus additional sums, including but not limited to closing costs, unpaid real estate taxes due and owing now and those due in the future over the duration of this agreement and attorneys' fees (the "Advance") on behalf of Purchaser. Seller desires to sell the Properties (as defined hereinafter) to Purchaser pursuant to the terms of this Agreement. In conjunction with the execution of this Agreement, Purchaser and Seller have entered into an agreement governing the Advance (the "Advance Agreement").

WITNESSETH

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Seven and Three Tenths Percent (7.3%) of the Advance plus a finance charge in the amount of Five Hundred Thousand and 00/100 Dollars (the "Finance Charge" and collectively with the Advance, the "Indebtedness"), but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the 1225 faiatine Property (as defined hereinafter) to a third party purchaser (the "1225 Palatine Purchase Frice"), the real property commonly known as 1225 West Northwest Highway, Palatine, Illinois (Farc al Identification Number 02-16-102-001-0000), as more fully described in Exhibit A attached norto and made a part hereof, all Fixtures (as defined hereinafter) and Personal Property (as defined hereinafter) located thereon, and all appurtenant rights thereto (the "1225 Palatine Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Eight and Three Tenths Percent (8.3%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the Elmwood Park Property (as defined hereinafter) to a third party purchaser (the "Elmwood Park Purchase Price", the real property commonly known as 7750 West Grand Avenue, Elmwood Park, Illinois (Parxel Identification Number 12-25-316-1111-0000), as more fully described in Exhibit B attached heret and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Elmwood Park Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Twelve and One Half Percent (12.5%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the 87th Street Property (as defined hereinafter) to a third party purchaser (the "87th Street Purchase Price"), the real property commonly known as 401 East 87th Street, Chicago, Illinois (Parcel Identification Number 25-03-200-045-0000), as more fully described in Exhibit C attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "87th Street Property"); and



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WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Fourteen and Six Tenths Percent (14.6%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the Barrington Property (as defined hereinafter) to a third party purchaser (the "Barrington Purchase Price"), the real property commonly known as 301 North Hough Street, Barrington, Illinois (Parcel Identification Number 13-36-308-007), as more fully described in Exhibit D attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Barrington Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Twelve and One Half Percent (12.5%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the Western Property (as defined hereinafter) to a third party purchaser (the "Western Purchase Price"), the real property commonly known as 225 North Western Avenue, Chicago, Illinois (Parcel Identification Numbers 17-07-312-001-0000, 17-07-312-002-0000 and 17 07-312-038-0000), as more fully described in Exhibit E attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Western Property"); and

WHEREAS, Seller agrees to sall to Purchaser, at a purchase price equal to Seven and Three Tenths Percent (7.3%) of the Indeotedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the 850 Palatine Property (as defined hereinafter) to a third party purchaser (the "510 Palatine Purchase Price"), the real property commonly known as 850 East Northwest Highway, Palatine, Illinois (Parcel Identification Number 02-24-106-007-0000), as more fully described in Exhibit F attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "850 Palatine Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Ten and Four Tenths Percent (10.4%) of the Indebtedness, but in no event less than Firty Percent (50%) of the proceeds resulting from Purchaser's sale of the Forsyth Property (as defined hereinafter) to a third party purchaser (the "Forsyth Purchase Price"), the real property commonly known as 104 Route 51, Forsyth, Illinois (Parcel Identification Number 07-07-14-101-027), as more fully described in Exhibit G attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Forsyth Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at the purchase price equal to Sixteen and Seven Tenths Percent (16.7%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the proceeds resulting from Purchaser's sale of the Wyckles Property (as defined hereinafter) to a third party purchaser (the "Wyckles Purchase Price"), the real property commonly known as 355 North Wyckles Road, Decatur, Illinois (Parcel Identification Number 06-11-13-226-012), as more fully described in Exhibit H attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Wyckles Property"); and

WHEREAS, Seller agrees to sell to Purchaser, at a purchase price equal to Ten and Four Tenths Percent (10.4%) of the Indebtedness, but in no event less than Fifty Percent (50%) of the

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proceeds resulting from Purchaser's sale of the Borchers Property (as defined hereinafter) to a third party purchaser (the "Borchers Purchase Price" and, collectively with the 1225 Palatine Property, the Elmwood Park Property, the 87th Street Property, the Barrington Property, the Western Property, the Gridley Property, the 850 Palatine Property, the Forsyth Property and the Wyckles Property, the "Purchase Prices" or the "Total Purchase Price" and each being a "Purchase Price"), the real property commonly known as 1250 Southside Drive, Decatur, Illinois (Parcel Identification Number 04-12-21-427-003), as more fully described in Exhibit I attached hereto and made a part hereof, all Fixtures and Personal Property located thereon, and all appurtenant rights thereto (the "Borchers Property" and, collectively with the 1225 Palatine Property, the Elmwood Park Property, the 87th Street Property, the Barrington Property, the Western Proper'y, the 850 Palatine Property, the Forsyth Property and the Wyckles Property, the "Properties" and each being a "Property"); and

WHEREAS, runchaser agrees to purchase the 1225 Palatine Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Elmwood Park Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the 87th Street Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Parrington Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Wester Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the 850 Palatine Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Forsyth Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Wyckles Property from Seller under the terms hereinafter set forth; and

WHEREAS, Purchaser agrees to purchase the Borchers Property from Seller under the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants hereinafter contained, the parties, intending to be legally bound, agree as follows:

1. Advance Agreement. Purchaser and Seller acknowledge that the terms of the Advance Agreement are incorporated into this Agreement as though fully set forth herein.

- 2. Deeds. If Purchaser shall first tender to Seller the Purchase Price for the corresponding Property and perform all of the covenants and agreements contained in this Agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser, or its nominee, by a recordable special warranty deed (each a "Deed" and collectively, the "Deeds") with release of homestead rights, good title to each Property as the corresponding Purchase Price is paid, subject only to the following "Permitted Exceptions," if any: (i) general real estate taxes not yet due and payable, (ii) special assessments confirmed after the Execution Date, (iii) leases or contracts for deed entered into by Purchaser, (iv) building, building line and use of occupancy restrictions, conditions and covenants of records, (v) zoning laws and ordinances, (vi) easements for public utilities, (vii) damage ditches, feeders, laterals and drain title, pipe or other conduit, (viii) party walls, party wall rights and party wall agreements, (ix) leases entered into by Seller, (x) existing fuel supply agreements and (xi) covenants, conditions and restrictions of record.
- 3. <u>Purchase</u>. Purchaser hereby covenants and agrees to pay to Seller, or to such other person as Seller may designate in writing, the Indebtedness including additional advances made after the Effective Date needed to maintain or make operational any of the Properties and a finance charge, all payable in the ion wing manner:
 - (a) On the first day of each month following the Execution Date, beginning on April 1, 2015, through and including the first day of the Twelfth month following the Execution Date, Purchaser shall tender to Seller a finance charge in an amount equal to one percent (1%) of the total Indebtedness, inch ding additional advances (the "First Year Monthly Payment"). Beginning on the first day of the thirteenth month following the Execution Date, and continuing on the first day of each month during the Term (as defined hereinafter) and Renewal Term (as defined neutrafter), Purchase shall tender to Seller a finance charge in an amount equal to one percent (1%) of the then outstanding Indebtedness (the "Continuing Monthly Payment"). The First Year Monthly Payment and the Continuing Monthly Payment (collectively, the "Monthly Payment") shall not be applied to the Indebtedness or to any of the Purchase Prices. The First Year Monthly Payment due on April 1, 2015 may be added to the Indebtedness in new of being paid on April 1, 2015.
 - (b) Upon a Purchaser's tender to Seller of an amount equal to a Furchase Price, Seller shall convey the respective Property to Purchaser, or its nomines, via a Deed. Purchaser may pre-pay the Purchase Price for any one Property, or more than one Property, at any time during the Term (as defined hereinafter), at which time Seller shall convey such Property to the Purchaser, or its nominee.
 - (c) Upon Purchaser's tender to Seller of an amount equal to the Indebtedness, Seller shall convey to Purchaser the remaining Properties not previously conveyed to Purchaser.
 - (d) Purchaser shall have a period of twenty-four (24) months following the Execution Date (the "Term") to purchase the Properties from Seller. Upon expiration of the Term, and provided that Purchaser is not otherwise in default of this Agreement,

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Seller shall renew the Term for one period of twelve (12) months (the "Renewal Term"). All subsequent renewals must be by written agreement of the parties hereto. Upon the expiration of the Term and any Renewal Term, Seller shall be entitled to retain any Properties not previously conveyed to Purchaser.

- (e) The additional advances referenced in this paragraph include but are not limited to payment of property taxes, fuel supply, costs associated with any eviction of existing tenants, environment compliance charges including remediation, insurance, attorneys' fees.
- 4. Ciosings. The "Initial Closing" shall occur upon execution of this Agreement. Purchaser shall give Seller written notice of its intent to close on the purchase of any one or more of the Properties and within thirty (30) business days of delivery of said notice Purchaser and Seller shall consummate the purchase and sale of said Property or Properties (collectively, the "Final Closings" and each a "Final Closing").
- 5. <u>Possession</u>. Possession of the Properties shall be tendered to Seller at the Initial Closing. However, the right to collect all revenues and rents from the Properties and the right to operate the Properties shall be granted to Furchaser immediately upon occurrence of the Initial Closing. Purchaser shall retain said rights during the entirety of the Term and any Renewal Term.
- Renewal Terms, Purchaser shall engage Purchaser's cross in nominee ("Property Manager"), and subject to Seller's approval which shall not be unreasonably withheld Property Manager shall serve as Purchaser's agent for management of the Properties upon the terms and conditions hereinafter set forth:
 - Purchaser as landlord under any leases affecting the Properties. Property Manager's management responsibilities shall include the collection of all rents and other payments due from tenants at the Properties and the administration and enforcement of all maintenance, repair and other covenants under the terms of any leases affecting the Properties. Property Manager shall monitor the performance of all landlord obligations under any leases, make any expenditures Property Manager deems necessary or advisable with respect to operation of the Properties or administration of any leases, and take any actions Property Manager deems necessary or advisable with respect to the Properties.
 - (b) Property Manager shall collect all rentals, utility charges, common area charges, maintenance and insurance charges, real estate and personal property tax and assessment charges, and any and all other charges and income derived from the Property and Property Manager shall have the sole right to any such funds. Property Manager shall be responsible for the billing of all charges or other income due with respect from the Properties. Property Manager shall have the right to utilize whatever reasonable collection procedures Property Manager deems appropriate in order to collect any past-due rent or other charges or income from the Properties.

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- (c) Subject to the written approval of the Seller, Property Manager shall negotiate and execute contracts with independent contractors for services relating to the Properties that Property Manager deems necessary or desirable and are not provided or performed by tenants under any leases.
- (d) Property Manager shall negotiate and execute leases, subject to Seller's consent which is not to be unreasonably withheld, affecting the Properties containing terms deemed to be in the best interests of the Properties.
- Property Manager shall negotiate and execute contracts for the sale of the Properties to third parties, subject to Seller's consent which is not to be unreasonably withheld.
- (f) Property Manager shall operate and maintain the Properties, or enforce the obligations of tenants under any leases, to comply in all material respects with and abide by all statutes, laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any federal, state or local government and appropriate departments, commissions or boards with unisdiction over the Properties, or any portion of the Properties, the requirements of any in surance companies covering any of the risks against which the Properties are insured, and the requirements of any agreements relating to the Properties of which Property Manager has notice (collectively, the "Requirements"). Property Manager shall promptly remedy any violations of any Requirements which come to Property Manager's attention. Property Manager shall have the right to contest the validity of any Requirements and to contest any alleged violations of any Requirements.
- (g) To the extent it is not the responsibility of any tenant under any lease, Property Manager shall negotiate and execute, as appropriate, contracts for electricity, gas, fuel, water, telephone, rubbish removal, and other like utility services for the Properties as Property Manager deems prudent.
- (h) Purchaser shall be responsible for and hold Seller harmless from any and all management fees due from time to time and any fees that remain outstanding at the Final Closing.
 - (i) Property Manager shall notify Seller in writing of:
 - (i) The receipt by Property Manager of any notice that the conditions of the Properties or any part of the Properties fails to meet the standards of, or is in violation of, any Requirements;
 - (ii) The receipt by Property Manager of any notice, demand or similar communication with respect to any material obligation of Seller regarding the Properties;

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- (iii) The receipt by Property Manager of any summons, notice, demand or similar communication regarding any action of law or in equity or before any regulatory body in connection with the Properties; and
- (iv) The receipt by Property Manager of notice of any lien in connection with the Properties.

(j) Insurance.

- (i) Property Manager shall maintain commercial general liability and constraints coverage required under any leases or as otherwise deemed appropriate by Property Manager, and shall name Seller as an additional insured party under owner's liability insurance policies. Seller shall cooperate with Property Manager with respect to procuring any necessary insurance policies and with respect to any claims which may arise under insurance policies. Property Manager shall to notify Seller immediately upon receiving notice of any loss, damage or injury.
- Except as resulting from Seller's acts or omissions or breach of Paragraph 6 of this Agreement, Property Manager agrees to indemnify, defend and hold Seller harmless from and against any and all demands, claims, actions, causes of action, damages and a juries which shall arise out of, result from or otherwise be connected with any act of omission of Property Manager in the course of the performance of their duties hereunder, of from Property Manager's fraud, misrepresentation, negligence, willful misconduct or breach of any of the terms, provisions, promises, covenants or restrictions set forth in Paragraph 6 of this Agreement. Except as resulting from Property Manager's acts or omissions or breach of Paragraph 6 of this Agreement, Seller agrees to indemnify, defend and hold Property Manager and Purchaser harmless from and against any and all demands, claims, actions, causes of action, damages and myriles which shall arise out of, result from or otherwise be connected with any act of o mission of Seller in the course of the performance of their duties hereunder, of from Seller's fraud, misrepresentation, negligence, willful misconduct or breach of any of the terms, provisions, promises, covenants or restrictions set forth in Paragraph o of this Agreement.
- (iii) Seller and Property Manager shall each cooperate with and provide reasonable access to the Properties to representatives of insurance companies and insurance brokers or agents with respect to insurance which is in effect or for which application has been made. Seller and Property Manager shall each use their best efforts to comply with all requirements of insurers.
- 7. <u>Mortgages</u>. Seller shall not record or cause to be recorded against the Properties any mortgage, trust deed, or other security instrument.

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- 8. <u>Title</u>. At least five (5) days prior to a Final Closing, Purchaser shall obtain, at Purchaser's sole expense, a commitment issued by a title insurance company licensed to do business in Illinois, to issue title insurance policies in the amount of the Purchase Price for each Property, subject only to the Permitted Exceptions.
- 9. Affidavit of Title. Seller shall furnish to Purchaser, at the Final Closings, an Affidavit of Title for each Property, subject only to the Permitted Exceptions. At the Final Closings, both Seller and Purchaser shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.
- 10. <u>Protations</u>. Insurance premiums, general real estate taxes, assessments and water and other utilities oball not be prorated. During the Term and any Renewal Terms, Purchaser shall pay all insurance premiums, general real estate taxes, assessments and water and other utilities pertaining to the Properties.
- 11. Escrow Closing. At the election of Purchaser, upon notice to Seller of not less than five (5) business days and nor more than thirty (30) business days prior to a Final Closing, the transactions contemplated in this Agreement shall be made through escrow with a title company licensed to do business in lim to's in accordance with the general provisions of an escrow trust covering articles of agreement or doed consistent with the terms of this Agreement. Including but not limited to, the cost of the escrow, title insurance, transfer taxes, state, county and municipal transfer taxes, title fees, Seller's a torney's fees, and other Seller costs shall be paid by Purchaser.
- 12. Purchaser to Maintain. Purchaser shall keep in improvements on the Properties in as good repair and condition as they are in on the Execution Date, ordinary wear and tear excepted. Purchaser shall make all necessary repairs and renewals upon the Properties including, by way of example and not of limitation, interior and exterior painting and decorating, window glass, heating, ventilating and air conditioning equipment, plumbing and electrical systems and fixtures, roof, and masonry.
- of the Properties to Purchaser, Purchaser shall also receive possession of any markers and attachments permanently affixed to the Properties ("<u>Fixtures</u>") as well as any equipment, personal property, inventory and other items not permanently affixed to the Properties ("<u>Permalal Property</u>"), except any Personal Property acquired by Seller subsequent to the initial closing that Seller in its sole determination elects to be excluded from the Final Closing.

14. Performance.

(a) If Purchaser (i) defaults by failing to pay when due any Monthly Payment and such default is not cured within fifteen (15) days written notice to Purchaser; or (ii) default in the performance of any other covenant or agreement contained herein and such default is not cured within fifteen (15) days written notice to Purchaser, Seller may treat such default as a breach of this Agreement and Seller shall have the option to declare this

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Agreement null and void. Notwithstanding the foregoing, in the event of a default, Purchaser shall have fourty-five (45) days from receipt of written notice of default from Seller to Purchase any of the Properties by tendering to Seller the respective Purchase Price.

- If Purchaser's default is based upon a failure to pay taxes, assessments, insurance or liens, Seller may elect to make such payments and add the amount to the Total Purchase Price.
- Purchaser or Seller shall pay all reasonable attorneys' fees and costs incurred by the other in enforcing the terms and provisions of this Agreement and in defending any proceeding to which Purchaser or Seller is/are made a party as a result of the acts or om ssions of the other party.
- All rights and remedies given to Purchaser or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law unless specifically waived in this Agreement. No waiver of any breach of default of any party hereunder shall be implied from any omission by any other party to take any action on account of any similar or different breach or default.
- Any and all notices, requests, demands or other communications Notices. 15. hereunder shall be in writing and shall be deer ed properly served (i) on the date sent if transmitted by hand delivery with receipt thereof, (ii) on the date sent if transmitted by facsimile or electronic mail, (iii) on the day after the notice is deposited with an overnight courier, or (iv) two days after the notice is deposited with the United States Postal Service being sent by registered or certified mail, return receipt requested, first class postage prepaid, addressed as na.
 Office follows (or to such new address as the addressee of such communication may have nogtified the sender thereof):

Attention: Harjinder Singh Purchaser:

140 Hawthorne Road

Barrington Hills, Illinois 60010

Patrick M. Jones (piones@stahlcowen.com) with copy to:

Lauane C. Addis (laddis@stahlcowen.com)

Stahl Cowen Crowley Addis LLC 55 West Monroe Street, Suite 1200

Chicago, Illinois 60603 Phone: 312.641.0060 Fax: 312.641.6959

Attention: Seller:

> Ahmad Zahdan 12345 S. Keeler Alsip, Illinois 60803

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with copy to:

David Sweis

Sweis Law Firm, P.C.

2803Butterfield Rd., Suite 170

Oak Brook, IL 60523

16. <u>Seller's Access</u>. Seller may make or cause to be made reasonable entries upon and inspection of the Properties, provided that Seller shall give Purchaser notice prior to any such inspections specifying reasonable cause thereunder related to Seller's interest in the Properties.

- 17. Fired Closing. Purchaser shall be entitled to delivery of the Deeds, Affidavits of Title, and Bills of Sale to the personal property to be transferred to Purchaser under this Agreement at any time upon payment of the amounts due hereunder in the form of cash, cashier's check, or certified check made payable to Seller, which amount shall be without premium or penalty. At the time of delivery of each Deed, Purchaser and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State or County law on the transfer of title to a Purchaser.
- 18. Recording. The parties nere o shall record this Agreement, or a memorandum hereof, at Purchaser's expense.
- 19. <u>Brokers</u>. Purchaser and Seller each represent and warrant that no real estate brokers were involved in the transactions contemplated by this Agreement.
- 20. <u>Conditions Precedent</u>. Seller's obligation to sell the Properties to Purchaser under the terms of this Agreement shall become effective upon enry of the Consent Foreclosure Decrees (as defined in the Advance Agreement).
- 21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflict of laws principles thereof.
- 22. <u>Binding Effect</u>. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and the respective successors and assigns.
- Of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties may sign and deliver this Agreement by mail, personal delivery, overnight courier, facsimile transmission or electronic mail with an attached scanned signature page. The signatories of this Agreement agree that delivery of this Agreement by mail, personal delivery, overnight courier, facsimile or electronic mail shall have the same force and effect as delivery of original signatures and that each party may use such signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

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- 24. Entire Agreement. This Agreement, along with the Advance Agreement and any exhibits to this Agreement and the Advance Agreement, as may be amended from time to time, contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Properties and is intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Agreement or the Advance Agreement. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transactions contemplated by this Agreement in accordance with the terms and conditions of the party for whose benefit the provision is being waived.
- 25. Severability. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- 26. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive any right to a trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against any other party on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.

27. Miscellaneous Provisions.

- (a) The captions and headings contained in this Agreement are for convenience and reference only and in no way define or built the scope or content of this Agreement or in any way affect its provisions.
- (b) All parties to this Agreement pledge their good faith offorts to act in a timely and reasonable manner to consummate the transactions contemplated herein.
 - (c) Time is of the essence with respect to each provision of this A greement.
- (d) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (e) If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument r notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Properties are located.

[Signatures to Follow]

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The parties hereto have executed this Agreement as of the day and year first written above.

PURCHASER	•
Hawthorn Properties, LLC,	·
an Illinois limited liability company	
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By: A clu 48	
Name: Harjinder Singh	
Its: Manager	
Date: 3-20-20/S	<u>:</u>
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SELLER	
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AZ SPE, LLC,	
an Illinois limited liability company	
Ву:	OUNTY COMPANY
Name: Ahmad Zahdan	· ///
Its: Manager	4
Date:	()
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1717208070 Page: 15 of 31

To: Page 4 of 4 2015-03-20 19:29:36 (GMT) 13122687284 From: Swols Law Firm.

> . The parties hereto have executed this Agreement as of the day and year first written above.

PURCHASER

Hawthorn Properties, LLC,
an Illinois limited liability company
71

By:_ Name: Harinder Singh Its: Manager The Of Coop County Clerk's Office Date:

SELLER

AZ SPE, LLC,

an Illinois limited liability company

Name: Ahmad Zahdan

Its: Manager

Date: _____

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AGREEMENT

This (the "Agreement") is entered into this 20 day of March, 2015 ("Final Execution Date"), by and between SMHR Holding Company, LLC, a Delaware limited liability company ("SMHR"), Sandhu Petroleum Corporation Number 2, an Illinois corporation ("SPC2"), Sandhu Decatur LLC-Barrington, an Illinois series limited liability company ("SD-Barrington"), SBJ Petroleum #2 LLC, an Indiana limited liability company ("SBJ"), Sandhu Decatur LLC-Wyckles, an Illinois series limited liability company ("SD-Wyckles"), Sandhu Decatur LLC-Borchers, an Illinois limited liability company ("SD-Borchers") and Harjinder Singh, an individual ("Singh" and, collectively with SMHR, SPC2, SD-Barrington, SBJ and SD-Wyckles and SD-Borchers, the "Owners"), and Ahmad Zahdan or his nominee(s), an individual ("Investor"). In conjunction with the execution of this Agreement, Purchaser, or their nominee(s), and Sciller have entered into an Agreement for Articles of Deed (the "Articles").

WITNESSETH

WHEREAS, SMHR is the owner of the 1225 Palatine Property (as defined in the Articles); and

WHEREAS, SPC2 is the owner of the Elmwood Park Property (as defined in the Articles); and

WHEREAS, SPC2 is the owner of the 87t's Street Property (as defined in the Articles);

WHEREAS, SD-Barrington is the owner of the Barrington Property (as defined in the Articles); and

WHEREAS, SPC2 is the owner of the Western Property (as defined in the Articles); and

WHEREAS, Singh is the owner of the Gridley Property (as defined in the Articles); and

WHEREAS, SD-Barrington is the owner of the 850 Palatine Property (as defined in the Articles); and

WHEREAS, SD-Forsyth is the owner of the Forsyth Property (as defined in the Articles); and

WHEREAS, SD-Wyckles is the owner of the Wyckles Property (as defined in the Articles); and

WHEREAS, SD-Borchers is the owner of the Borchers Property (as defined in the Articles and, collectively with the 1225 Palatine Property, the Elmwood Park Property, the 87th Street Property, the Barrington Property, the Western Property, the Gridley Property, the 850 Palatine Property, the Forsyth Property, and the Wyckles Property, the "Properties" and each a "Property"); and

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WHEREAS, TCF NATIONAL BANK, a national banking association (the "Bank") has made various loans to Owners in connection with the Properties (the "Loans"), as evidenced by various promissory notes, as amended from time to time (the "Notes") and secured by various mortgages, as amended from time to time (the "Mortgages") recorded against the Properties; and

WHEREAS, Bank has declared Owners to be in default pursuant to the terms of the Note and Mortgages (collectively, the "Loan Documents") and, as a result thereof, Bank has initiated foreclosure lawsuits to foreclose on the Mortgages (the "Lawsuits" and each a "Lawsuit"); and

WHEREAS, Investor has agreed to purchase the Loan Documents from Bank for the sum of Two Millie. Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00) (the "Bank Payoff"); and

WHEREAS, investor has agreed to advance to Owners addition sums, including but not limited to closing costs, recording fees, unpaid real estate taxes due and owing now and in the future and attorneys' fees (collectively, with the Bank Payoff, the "Advance").

NOW; THEREFORE, in consideration of the foregoing, and the mutual covenants hereinafter contained, the parties, interding to be legally bound, agree as follows:

- 1. Articles. Owners and Inverso scknowledge that the terms of the Articles are incorporated into this Agreement as though fully set forth herein.
- 2. <u>Default</u>. Owners admit default in each of the Lawsuits and are requesting resolution of the lawsuits through consent foreclosure as understood under 735 ILCS 5/15-1402.
- 3. Release of Gridley Property. Upon Bank's assignment of the Loan Documents to Investor, Investor shall record with the Recorder's Office of McLean County, State of Illinois, a release of the Mortgages as they pertain to the Gridley Property. Morcover, Investor shall cause the Lawsuit pertaining to the Gridley Property to be dismissed, in its entirety, with prejudice.
- 4. <u>Substitution of Plaintiff</u>. Upon execution of this Agreement, Invenor shall file the necessary motions to cause itself to be substituted in as plaintiff in the Lawsuits.
- 5. Consent Foreclosures. Concurrently with the execution of this Agreement, Owners shall execute consent stipulations (the "Stipulations"), in the form attached hereto as Exhibit A, stipulating to the entry of consent foreclosures (the "Consent Foreclosures") in the Lawsuits (with the exception of the Lawsuit pertaining to the Gridley Property which shall be governed by Paragraph 2 of this Agreement). Owners shall execute any additional documents reasonably required to effectuate the entry of the Consent Foreclosures. Failure of Owners to execute the consent foreclosure stipulations and any additional documents reasonably required to effectuate the entry of the Consent Foreclosure will nullify the Articles of Agreement for Deed contemporaneously executed herewith.

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- 6. <u>Sale of Properties</u>. Upon entry in the Lawsuit of orders effectuating the Consent Foreclosures (the "<u>Consent Foreclosure Decrees</u>"), Investor's obligation to sell the Properties to Owners, or their nominee(s), as set forth in the Articles, shall become effective.
- 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflict of laws principles thereof.
- 8. <u>Binding Effect</u>. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and the respective successors and assigns.
- 9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties may sign and deliver this Agreement by mail, personal delivery, overnight courier, facsimile transmission or electronic mail with an attached scanned signature page. The signatories of this Agreement agree that delivery of this Agreement by mail, personal delivery, overnight courier, facsimile or electronic mail shall have the same force and effect as delivery of original signatures and that each party may use such signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.
- 10. Entire Agreement. This Agreement, along with the Articles and any exhibits to this Agreement and the Articles, as may be amended from time to time, contain the final and entire agreement between the parties hereto with respect to the subject matter hereof and is intended to be an integration of all prior negotiations and understandings. Owners, Investor and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Agreement or the Articles. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consumnate the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.
- II. <u>Severability</u>. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- 12. <u>Waiver of Trial by Jury</u>. The respective parties hereto shall and hereby do waive any right to a trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against any other party on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.
 - 13. Miscellaneous Provisions.

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- (a) The captions and headings contained in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- (b) All parties to this Agreement pledge their good faith efforts to act in a timely and reasonable manner to consummate the transactions contemplated herein.
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[Signatures t) Follow]

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The parties hereto have executed this Agreement as of the day and year first written above.

OWNERS

SMHR Holding Company, LLC, a Delaware limited liability company By: Name: Harjinder Singh Its: Manager Date: 3-20-20/5	SBJ Petroleum #2 LLC, an Indiana limited liability company By: Name: Harjinder Singh Its: Manager Date:
Sandhu Petroleum Corporation Number 2, an Illinois corporation By: Name: Harjinder Singh Its: President Date: 3 - 20 - 20/5	Sandhu Decatur LLC-Wyckles, an Illinois series limited liability company By: Name: Harjinder Singh Its: Manager Date: Page
Sandhu Decatur LLC-Barrington, an Illinois series limited liability company	Sandhu Decatur LLC-Borchers, an Ilinois series limited liability company
By:	By:
Harjinder Singh, an individual Date: 3-20/S	

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03/19/2015 2:41 AM FAX 70842 244 OFF SPIFT FINAL COPY 20004/0004 To: Page 3 of 4 2015-03-20 19:29:36 (GMT) 13122587284 From: Swels Law Firm

INVESTOR

AZ SPE, LLC

an Illinois limited liability company

Names Absord 7

Name: Ahmad Zahdan

its: Manager

20eriy or Coot County Clert's Office Date: 3/20

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1105 W. Burlington Avenue, Western Springs, IL 60558 Phone(708)246-4781 and Fax (708) 246-6278

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

NOTICE OF INTENTION TO FILE SUIT IN FORCIBLE ENTRY AND DETAINER

Date of Notice: March 18, 2017

Via Special Process Server
Via Certified Mail Return Receipt Requested and Regular Mail

Hawthorn Properties, LLC In c/o Registered Agent Harjinder Singh 1225 W. Northwest Highway Palatine, IL 60067

Hawthorn Properties, LLC.
In c/o Registered Agent Harjinder Singh and Harjinder Singh, individually
140 Hawthorne Road
Barrington Hills, IL 60010

Any Unknown Occupants of: 1225 W. Northwest Highway Palatine, IL 60067

Certified Mail: 7014 0150 0000 5103 9895

Certified Mail: 7014 0150 0000 5103 9901

Certified Me.il: 7014 0150 0000 5103 9918

0/0/4/5

Dear Above Mentioned;

Please take notice that from the period of May, 2015 through March, 2017, there was due to AZ SPE, LLC., an Illinois limited liability company, which is the original creditor to whom the debt is owed and whose address is 10017 S. Menard, Oak Lawn, IL 60453, the sum of \$609,252.41.

From the period of May, 2015 through March, 2017, there was due to AZ SPE, LLC., which is the original creditor under an "Articles of Agreement for Deed" whom the debt is owed and whose address is 10017 S. Menard, Oak Lawn, IL 60453, the sum of: \$467,000.00; for delinquent purchase Agreement payments pursuant to paragraph 3 of said Agreement to being \$22,500.00 for 10 months, \$19,000.00 for 6 months, \$16,000.00 for 8 months, plus \$142,252.41 delinquent property taxes 2013-2015 which said amount seller AZ SPE, LLC., has advanced and paid and necessitates to be reimbursed, for a total of \$609,252.41 now due; lawfully agreed upon for the premises situated in the State of Illinois, commonly known as:

1225 W. Northwest Highway Palatine, IL 60067



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This is your Notice, pursuant to 735 ILCS 5/9-104.1, that payment in full of the amounts stated above is demanded of you, and that unless payment of the full amount is made on or before the expiration of forty (40) days after the date of service of this Notice, a forcible entry and detainer action to terminate your right to possession of the above premises may be commenced. For purposes of Section 5/9-104,1 of the Code, service of this Notice is deemed effective when this Notice was deposited in the U. S. Mail, which occurred on the date of this Notice as stated above.

You must pay the full amount demanded by certified or cashier's check payable to AZ SPE, LLC. 10017 S. Menard, Oak Lawn, IL 60453. Payment to or through any agent other than AZ SPE, LLC. 10017 S. Menard, Oak Lawn, IL 60453, will not stop this action to terminate your possession of the premises identify a above. Only full payment of all amounts demanded in this notice will invalidate the demand, unless the person claiming possession, or his or her agent or attorney, agrees in writing to withdraw the demand for receiving partial payment.

The amounts expressed above as NOT include other advances made by AZ SPE, LLC. for construction costs and for pumps installation costs and \$211,000.00 tank removal costs, which are purchasers' obligation to reimburse and will be added to the principal due or covered under a separate Notice.

UNLESS YOU, WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT STATED ABOVE, OR ANY PORTION THEREOF, IN WRITING, THE DEBT WILL BE ASSUMED TO BE VALID BY THE LAW OFFICES OF WILLIAM P. DANNA, LTD.

IF YOU NOTIFY WILLIAM P. DANNA LTD. IN WRITING WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WILLIAM P. DANNA, LTD., WILL OBTAIN VERIFICATION OF THE DEBT AND A COPY OF SUCH WILL BE MAILED TO YOU BY WILLIAM P. DANNA LTD., FURTHERMORE, UPON RECEIVING WRITTEN NOTICE FROM YOU THAT THE DEBT IS DISPUTED, WE WILL DISCONTINUE COLLECTION EFFORTS UNTIL WE MAIL YOU THE VERIFICATION OF THE DEFT.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT TURPOSE

Please note that your forty (40) day period to make full payment begins on the date that this notice was deposited in the U.S. Mail. However, your thirty (30) day period to dispute the validity of the debt begins on the date of your actual receipt of this notice. As such, it is possible that the forty (40) day period will expire before the thirty (30) day period expires, (for example, this could occur if you receive this notice more than ten days after the date that it was mailed to you.) In the event that the forty (40) day period (within which you have to make full payment) expires before the thirty (30) day period (within which you have to dispute the validity of the debt.) The law does <u>not</u> require us to wait until the end of that thirty (30) day period to commence legal action to terminate your right to possession.

Your failure to pay the Agreed upon Installments outstanding are a material breach and violation of the March 20, 2015, "Articles of Agreement For Deed,". Currently you are in Default of the Agreement. Failure to cure the Default entirely within the next 40 days after the receipt of this Notice will terminate the Agreement and also terminate any right to exercise the Purchase. My client hereby informs you that your failure to cure this Default within the next 40 days, will cause my client to

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declare your interest under the subject, "Articles Of Agreement For Deed', to be terminated, and a forfeiture will be declared.

William P. Danna, LTD. are the attorneys for AZ SPE, LLC., engaged for the purpose of collecting this debt. Written communications to William P. Danna, LTD. should be addressed to William P. Danna, LTD. 1105 Burlington Avenue, Western Springs, Illinois 60558.

William P. Danna, LTD.

cc: Patrick M. Jones

Openin of Cook County Clerk's Office Certified Mail: 7014 0150 0000 5103 9840

Lauane C Addis

Stahl Cowen Crowley Addis, LLC

55 West Monroe Street, Suite 1200, Chicago, IL 60603

cc: AZ SPE, LLC.

WPD/jr

Zahdan, Ahmad, AZ SPE, LLC. /1225 Palatine, IL/30 Day Notice. Articles for Deed

Description in the card to you. Attach this card to the back of the mailpiace, or on the front if space permits. Actice Addressed to: Stath Coure Crow ky Addis LLC Stath Coure Crow k
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PS Form 3811, July 2015 PSN 7 530 00-000-9053 Domestic Return Receipt Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Catrick M Jones Chicago, IL Ge603 3. Service Type Daddit Signature Restricted Delivery Addit Signature Restricted Delivery Addit Signature Restricted Delivery Addit Signature Restricted Delivery Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. D. Is delivery address different from item 1? If yes If yes, enter cells in address below: If yes If yes, enter cells in address below: If yes Printing Mail Powers Addit Signature Restricted Delivery Addit Signature Restricted Delivery Addit Signature Restricted Delivery Addit Signature Restricted Delivery Collect on Delivery Restricted Delivery Collect on Delivery Restricted Delivery Insured Mail Restricted Delivery Insure
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Attach his card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: C. Date of Delivery Addressee
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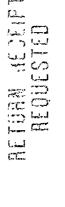
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In c/o Registered Agent Harjinder Singh g and Harjinder Singh, individually

Barrington Hills, IL 60010 140 Hawthorne Road

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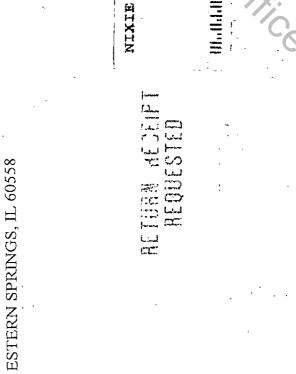




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