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1910545037

Doc# 1910545037 Fee \$106.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/15/2019 11:41 AM PG: 1 OF 35

Lis Pendens Notice

4/13/18) CCG 0066

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
LIS PENDENS NOTICE

Elite Financial Investments, Inc

Plaintiff

v.

Melissa Sweiss

Defendant

Case No. 09 CH 12423

I, the undersigned, do hereby certify that the above entitled cause was filed in the Circuit Court of Cook County on 4/15/19 and is now pending in the Court and that the property affected by the cause is described as follows:

LOT 3 IN BWCK 2 IN JOSEPH PL\COCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE "WEST", OF THE NORTH-EAST 1/40F SECTION 6, T0\7"SH" 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDLN, IN COOK COUNTY, Illinois.

Pin# 17-06-226-027-0000

Property Address: 1912 w. Division St, Chicago, IL 60622 in Cook County, Illinois.

in Cook County, Illinois.

Atty. No.: 62988

Pro Se 99500

Name: Lee Jacobson

Atty. for (if applicable):

Elite Financial Investments, Inc.

Address: 3530 S Halsted St

City: Chicago

State: IL Zip: 60609

Telephone: 312-600-5038

Primary Email: lee@jacobsonlegalservices.com

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois

cookcountyclerkofcourt.org

JA

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

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FILED
4/15/2019 10:55 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2009ch12423

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

ELITE FINANCIAL INVESTMENTS, INC.,
Third-Party Plaintiffs,)

No. 09 CH 12423

4685238

v.)

MELISSA SWEISS,
Third-Party Defendant.)

NOTICE OF FILING

TO: Jeffery Javors, ESQ.; and
Naderh H. Elrabadi
111 W. Washington St., Ste. 1020
Chicago, IL 60602
jeffjavorslaw@aol.com

PLEASE TAKE NOTICE that on **APRIL 15, 2019**, the undersigned filed with the Clerk of the Court a Verified First Amended Complaint Against Melissa Sweiss, a copy of which is attached to this Notice.

BY: 
LEE JACOBSON

LEE JACOBSON
JACOBSON LEGAL SERVICES LLC
Attorney for Defendants
3530 S. Halsted St.
Chicago, Illinois 60609
P. (312) 600-5038
F. (312) 277-3225
Attn. I.D. 62988

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above notice and attached pleading(s) were sent via electronic mail to the above parties, personally hand-delivered, placed in the U.S. Mail and sent properly addressed with first class postage prepaid, at the addresses set forth above on or before 5:00 p.m. on April 15, 2019.


LEE JACOBSON

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

ELITE FINANCIAL INVESTMENTS, INC.,)	
And Tom Kaput, an individual)	
Third-Party Plaintiffs,)	
)	No. 09 CH 12423
v.)	
)	
MELISSA LANDIS-SWEISS, a/k/a MELISSA LANDIS)	
A/K/A MELISSA SWEISS A/K/A MELISSA K. SWEISS))	
Third-Party Defendant.)	

VERIFIED FIRST AMENDED THIRD PARTY COMPLAINT AGAINST MELISSA SWEISS

NOW COME, Third-Party Plaintiffs Elite Financial Investments, Inc. (hereinafter "Elite"), and Thomas Kaput (hereinafter "Kaput") by and through their attorneys. Lee Jacobson, of JACOBSON LEGAL SERVICES, and for their First Amended Verified Third Party Complaint against Third Party Defendant, Melissa Sweiss ("Melissa"), state as follows:

1. The court has jurisdiction over this cause of action pursuant to section 200 of the Code of Civil Procedure of Illinois ("Code") [735 ILCS 5/2-209].
2. Venue is appropriate in this circuit because the acts, practices and courses of conduct complained of occurred within this circuit. In addition, at all times relevant the parties hereto resided in and conducted business transactions within Cook County, Illinois. Further, the property that is the subject of this lawsuit is located in Cook County. See, Code IOI [735 ILCS 5/2-101].

WHEREFORE, Third Party Plaintiffs Elite and Kaput pray for judgment in their favor removing the clouds on title, so that the clouds are removed, the correct legal

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owner, Kaput as sole shareholder of Elite is recognized and awarded back his property, plus costs, and such other relief the court deems fair and just.

COUNT I QUIET TITLE ACTION

3. The allegation in paragraphs 1 and 2, above are re-alleged and incorporated herein by this reference.

4. Third party plaintiff, Kaput is an individual residing in Illinois and was at all relevant times, an owner/officer/agent of Elite.

5. At all times, Kaput is and was the sole and only shareholder of Elite Financial Investments, Inc.

6. Defendant Elite was at all relevant times, a mortgage brokerage company with its principal place of business in Oakbrook, Illinois and at all relevant times did business in Cook County, Illinois on a regular and continuing basis. Elite was involuntarily dissolved due to failure to file an annual report per the Illinois Secretary of State public records.

7. The assets of Elite, a dissolved corporation as of August 2011, pass to the sole shareholder, Kaput.

8. Murad Sweiss (hereinafter "Murad") is a former employee of Elite and former business acquaintance of Kaput. At all relevant times of the allegations in this complaint, Murad resided in Cook County, Illinois but subsequently fled to the Middle East, then to Florida after several large (seven figure) judgments were entered in Cook County against Murad for various real estate scams. (See, for example, Exhibit 1, Judgment Order for \$2,159,250.09 against Murad in favor of

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American Chartered Bank dated January 23, 2009, Cook County Case NO. 2008 L 051359).

9. Melissa is an individual who resided in Cook County Illinois at the time of the acts alleged in this Complaint. Melissa is currently married to Murad and a resident of Palm Beach, Florida.

10. At no time was Melissa an officer of Elite Financial Investments, Inc. At no time was Melissa a shareholder of Elite Financial Investments, Inc.

11. At no time has Melissa ever paid any property taxes on the property located at 1912 W. Division, Chicago, Illinois (hereinafter the "subject property"), a property she claims she "owns."

12. Melissa fraudulently alleges in this case, that she paid property taxes on the subject property in 2011. Melissa provided a copy of a check, in this case, made to David Orr's office by her attorney Aaron Spivack. The check is made for an amount that does not correspond to the property tax owed that year and on February 20, 2019 attorney Aaron Spivack finally admitted in a document subpoena response that he does not have any cancelled checks for property tax payments for 1912 W. division and "no payment was made to David Orr's office" for any property taxes on behalf of the Murad or Melissa Sweiss (collectively hereinafter, the "Sweiss").

13. Recently, in 2019, Melissa's husband, Murad, paid a portion of the 2018 property taxes for the subject property for the sole purpose of evidencing to the court at trial that the Sweiss' had in fact paid property tax on the subject property.

14. Melissa is the wife of Murad and an "importer of Jordan's dead sea skincare products"; Melissa is a self-proclaimed "actress" and former paperwork processor at

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Elite Financial Investments, Inc. At all times relevant to the allegations herein, Melissa resided in Cook County, Illinois with her then boyfriend, Murad.

15. The subject property of this litigation, 1912 W. Division, Chicago, Illinois, is located in Cook County, Illinois. The property is a vacant lot.

16. In 2007, the subject property was transferred to "Elite Financial Investments, Inc." Kaput's company, in forgiveness for (among others) a \$950,000.00 debt owed to Elite by Murad. The Deed was later re-recorded to correct a typo on the original Deed, which transferred the property to Elite Financial, Inc.

17. As satisfaction of the substantial debt Murad owed to Elite and Kaput, on December 20, 2007, Elite was named as the owner of the subject property via a Trustee's deed; however, due to a scrivener's error, Elite Financial Inc. (a fictitious entity) was erroneously named as the owner instead of correctly naming the actual legal owner, Elite Financial Investments, Inc.

18. On March 5, 2008, a notice of correction was filed with the Cook County Recorder's office re-recording the Trustee's deed to correct the grantee's name to Elite Financial Investments, Inc. properly adding the word "Investments."

19. After the subject property was transferred from Murad Sweiss as trustee to Elite Financial Investments, Inc., on December 20, 2007, Melissa or Murad immediately recorded a "Mortgage" with Kaput's forged/traced signature against the property falsely stating that *Elite owed Murad the \$950,000.00* (instead of vice versa). Murad had Melissa deceptively notarize that forged "Mortgage" document, which was then recorded against the subject property without Kaput's knowledge on December 21, 2007. (See, Exhibit 2, "Mortgage" dated December 21, 2007).

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20. Coincidentally, on the exact same day (December 21, 2007) that the fake \$950,000.00 "Mortgage" against Elite/Kaput's 1912 W. Division property was recorded by Melissa and/or Murad, Murad took out a loan from American Chartered Bank for two million one hundred thousand dollars (\$2,100,000.00), a loan he had no intention of repaying. (See, Ex. 3 hereto, Promissory Note dated December 21, 2007). This was done to put Kaput and his property on the hook when Murad eventually defaulted on the loan.

21. Murad defaulted almost immediately on the two million dollar plus loan, and a Judgment was entered against him in the amount of \$2,159,259.09. (See, Exhibit 1, \$2.2MM Judgment Order dated January 23, 2009)

22. As in this case with Melissa, Murad evaded service and a civil arrest warrant was issued on Feb 23, 2009 instructing the Sheriff to take Murad into custody. (See, Ex. 4 Body Attachment Order). Just a few months later, on August 28, 2009 Melissa fraudulently recorded the alleged Warranty Deed transferring the 1912 W. Division the property into her name. (See, Ex. 5, Warranty Deed Transfer from Elite Financial, Inc. to Melissa Sweiss).

23. At the time of the transfer of the 1912 W. Division property from "Elite Financial, Inc." to Melissa (executed May 23, 2008 and recorded August 28, 2009) there was no such incorporated company in Illinois called "Elite Financial, Inc." (See, Illinois Secretary of State public records).

24. Evidencing further motive for their fraudulent transfer stealing of Kaput/Elites property, in 2007, yet another judgment in the amount of approximately two hundred seventy thousand dollars (\$270,000.00) was entered

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against Murad, individually in Cook County Case No. 2004 CH 2629 by Judge Nancy Jo Arnold. The lawsuit alleged various fraudulent actions of Sweiss relating to a real estate transaction (See, Public File of Record Cook County Case No. 04 CH 2629).

25. To date, Murad has not paid any money to Miden Property Holdings LLC towards the judgment in Case No 2004 CH 2629 and it remains outstanding plus interest more than ten years later.

26. To date, Murad has not paid any money to American Chartered Bank or its successor MB Financial, towards the \$2,159,250.09 judgment entered in 2009 and it also remains outstanding.

27. After the 2009 arrest warrant was issued for Murad pursuant to one of his judgments, the Sweiss' fled to the Middle East for several years.

28. The two large outstanding judgments against Murad, which now currently total well over four million dollars with interest were entered against him prior to Melissa's fraudulent transfer of Elite/Kaput's 1912 W. Division property to herself. Certainly, Melissa could not transfer the property into Murad's name because that would be an asset that could be taken by creditors¹. The Sweiss' plan was to steal the subject property from Kaput and Elite due to their dire financial situation and to flee to the Middle East.

29. Despite the outstanding Cook County, IL judgments they continue to evade, the Sweiss' returned to the U.S. a few years ago to domicile in Palm Beach, Florida, where they can take advantage of the state's homestead exemption against

¹ On information and belief, Murad has not filed bankruptcy because he does not pay taxes

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judgment creditors. Since that time, the Sweiss' are carefully to put all their assets and companies in Melissa's name only.

30. Just last year, during the pendency of this lawsuit, the Sweiss' drained 100% of the equity (several hundred thousand dollars) out of their Palm Beach Gardens, Florida home. Melissa did this to ensure she is "judgment proof" in the event she loses this case.

31. As further motive for the theft of Elite/Kaput's property, aside from the \$2.5 million dollars in judgments (not including over \$2,000,000.00 in accumulated interest) already mentioned, at the time that Melissa fraudulently transferred Elite/Kaput's property into her name through forgery (May 22, 2008 Warranty Deed), the Sweiss' were in clearly dire financial distress due to numerous lawsuits and foreclosures against them.

32. During this time, the Sweiss' had over fourteen (14) pending cases against Murad and/or Melissa, in Cook County alone, many of which were mortgage foreclosures. Additionally, there were also pending cases against Murad and his attorney friend, Aaron Spivack. Said cases include but are not limited to: 2008 CH 27948 - *National City Mortgage v. Melissa Sweiss and Murad Sweiss* (foreclosure); 2009 CH 43023 - *GMAC Mortgage v. Melissa Sweiss and Murad Sweiss* (foreclosure); 2008 L 051359; 2007 MI 119184 (\$20,000.00 contract dispute filed by former attorneys); 2007 MI 402939 - *City of Chicago v. Murad Sweiss and Aaron Spivack*; 2007 MI 402992 - *City of Chicago v. Murad Sweiss and Aaron Spivack*; 2007 MI 635341 - *City of Chicago v. Aaron Spivack and Murad Sweiss* (Registration of Admin

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Judgment); 2008 MI 655685 - *City of Chicago v. Aaron Spivack and Murad Sweiss* (Registration of Administrative Judgment), etc. etc.

33. The Sweiss' currently live in an expensive Palm Beach Florida neighborhood; they own a business called "Mindful Minerals"; and they purport in pleadings in this case to have had a personal driver for ten years.

34. In October of 2013, the Melissa lived at 7170 Showcase Lane, Orlando, Florida.

35. In October of 2013, the Murad lived at 7170 Showcase Lane, Orlando, Florida.

36. On information and belief, the Sweiss' currently reside at 6705 143rd Street N. Palm Beach Gardens, Florida 33418.

37. Melissa had to be served by "special order of court," via certified and regular mail, of the court after dodging service for over a year. Serving Melissa was costly for Kaput.

38. Kaput never signed the warranty deed executed May 23, 2008 transferring Elite's property to Melissa. (Ex. 5 hereto).

39. Kaput did not authorize anyone else to affix his signature to the subject deed.

40. The warranty deed granting the subject property to Melissa was not executed properly as Kaput's signature was falsified.

41. At the time of the unauthorized transfer to Melissa, "Elite Financial, Inc." did not exist and was a non-entity/fictitious company.

42. Melissa never paid any money to Kaput or Elite for the transfer of the 1912 W. Division property, nor has she ever produced any document evidencing any payment whatsoever.

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43. The surety company that held a notary bond for attorney Aaron Spivack, as a notary public, found him guilty of "misconduct" for improperly notarizing the Deed transferring the subject property to Melissa. As a result, Kaput and his attorneys were paid by the surety company the maximum bond of five thousand dollars (\$5,000.00).

44. In fact, Aaron Spivack, the attorney who falsely notarized the "warranty deed" admitted under oath that he did not see Kaput sign his name to the Deed transferring the property to Melissa and further stated he could not even recall whose license was given to him in order to have him notarize said Deed.

45. Melissa deceptively executed and filed the subject warranty deed to maliciously cloud the chain of title on the property.

46. Melissa has no legal interest in the subject property.

47. Kaput and his company Elite Financial Investment, Inc. have superior title to that of Melissa, as the warranty deed transferring the subject property to her was falsified.

48. Murad has over three million dollars (\$3,000,000.00) in outstanding Cook County civil judgments against him (not including the significant statutory interest over the last ten years) due to fraudulent acts. He and Melissa have stolen the subject property from Kaput and Elite using a forged deed, typical of their *modus operandi* of scams to fund their lavish lifestyle at the expense of others.

49. In a clear effort to circumvent this Court's authority, in the event the property is awarded to Elite Financial Investments, Inc. and not Thomas Kaput as sole shareholder, the Sweiss' have recently (June of 2018) re-incorporated the name

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Elite Financial Investments, Inc. through their friend/agent Musa Tadros, a friend of Murad Sweiss. (See, Illinois Secretary of State public records).

50. In March 2018, the Sweiss' had attorney friend Aaron Spivack incorporate the name "Elite Financial, Inc." in Illinois. Mr. Spivack is named as the registered agent. This evidences why the property must revert to Thomas Kaput in this case, as sole shareholder of dissolved Elite Financial Investment, Inc.

51. As a result of Melissa or Murad (most likely the latter at her direction) forging Kaput's signature on the subject deed, and the recording of a fake "Mortgage" on December 21, 2007 as well as a worthless "Assignment of Mortgage" to Ramzi Hattar recorded on June 8, 2018, there is a cloud on the chain of title for the subject property.

WHEREFORE, Third Party Plaintiffs Elite and Kaput pray for judgment in their favor removing the clouds on title, so that the clouds are removed, the correct legal owner, Kaput as sole shareholder of Elite is recognized and awarded back his property, plus costs, and such other relief the court deems fair and just.

COUNT II DECLARATORY JUDGMENT

52. Third Party Plaintiffs re-state and re-allege paragraphs 1 - 51 as though fully set forth herein

53. There is a bona fide dispute between the parties relating to ownership of the subject property.

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54. In order for the property to be sold and for Mr. Kaput and Elite to make any use of the property the cloud caused by the fraudulent warranty deed must be removed from the chain of title of the property.

55. In order for the property to be sold and for Mr. Kaput and Elite to make any use of the property, the cloud caused by the fraudulent 12-21-2007 "Mortgage" and subsequent recording of an Assignment of Mortgage on 6-8-2018 to the Sweiss' friend and associate "Ramzi Hattar" must be removed from the chain of title of the property.

56. The court should declare the forged Deed to Melissa Sweiss and the forged 12-21-2007 "Mortgage" and subsequent worthless Assignment of Mortgage 6-8-2018 null and void due to improper notarizations as well as a forged signature in addition to the lack of any consideration that could possibly be the basis of any concocted transfer or purported Mortgage.

WHEREFORE, Third-Party Plaintiffs Elite and Kaput, pray that this Court enter judgment against the Third-Party Defendant finding and declaring that the warranty deed granting the property to Melissa Sweiss is invalid and void, as well as the Mortgage dated December 21, 2007 and the recently filed Assignment of Mortgage dated June 8, 2018, further declaring that Tom Kaput as sole shareholder of dissolved Elite Financial Investments, Inc. is the rightful sole owner of the property and holds clear title to the property, enjoining Melissa Sweiss or her agents from recording any further documents or liens against the property, plus costs, and for such other relief as this honorable Court deems just and necessary.

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COUNT III TRESSPASS TO CHATTELS

57. Third-Party Plaintiffs re-state and re-allege paragraphs 1-50 as though fully set forth herein.

58. Kaput as sole shareholder of dissolved Elite Financial Investments, Inc. is the rightful owner of the subject property.

59. According to Melissa, she has been profiting from the subject property by leasing/renting use of said property to Carlos Sanavaria/VIP System Inc. without Kaput's knowledge or permission.

60. By intentionally renting the property and unlawfully dispossessing Kaput and Elite of the subject property, Melissa has trespassed to the chattel.

61. Further, by using and intermeddling with the 1912 W. Division, Chicago, Illinois property, Melissa has also committed trespass to chattels.

WHEREFORE, Third-Party Plaintiffs Elite and Kaput, pray that this Court enter judgment against the Third-Party Defendant ordering Melissa Sweiss to turnover any and all profits that she has made renting/leasing the subject property to Carlos Sanavaria/VIP System Inc. or any other person or entity, plus costs, and for such other relief as this honorable Court deems just and necessary.

COUNT IV A BUISNESS ACCOUNTING

62. Third-Party Plaintiffs re-state and re-allege paragraphs 1-50, and paragraphs 57-61 as though fully set forth herein.

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63. Melissa has been profiting from the subject property by leasing/renting use of said property to Carlos Sanavaria/VIP System Inc. and possibly others, without Kaput's knowledge or permission.

64. Elite and Kaput are entitled to an accounting of what funds and money that was received by Melissa for leasing Third Party Plaintiffs' property without his knowledge, consent or authorization. Third party plaintiffs are further entitled to the funds wrongfully received by Melissa from the unauthorized rental of the subject property.

65. The need for discovery on the amount of funds received by Melissa for the wrongful rental of Kaput and Elite's property is clearly evident. Further, the fraud engaged in by Melissa furthers the need and appropriateness of an accounting.

66. There is no adequate remedy at law because Third Party Plaintiffs cannot recover the funds wrongfully obtained from the unauthorized exercise of control over Kaput and Elite's property without an accounting of the payments to determine the amounts due and owed.

WHEREFORE, Third-Party Plaintiffs Elite and Kaput pray that this Court enter judgment against the Third-Party Defendant ordering Melissa Sweiss to render an accounting for any and all businesses she has participated in relating to the subject property including all rents received, to turn over all funds received from the unauthorized rental of their property, plus costs, and for such other relief as this honorable Court deems just and necessary.

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COUNT V SLANDER OF TITLE

67. Third-Party Plaintiffs re-state and re-allege paragraphs 1-56, as though fully set forth herein.

68. Attached as Exhibit 5 hereto, the forged Deed executed by Melissa is a false and malicious publication.

69. Attached as Exhibit 2 hereto, the falsified "Mortgage" of \$950,000.00 recorded on December 21, 2007 has no basis in fact and is a false and malicious publication.

70. Attached as Exhibit 6 hereto, the "Assignment of Mortgage" to Razmi Hattar recorded against the subject property last year on June 8, 2018 is a false and malicious publication. For unknown reasons, Melissa released the purported mortgage on April 17, 2018 (most likely for an immediate sale if she was successful on her former summary judgment motion). (See, Exhibit 7 hereto, Release).

71. The publication has disparaged the third party plaintiffs' title to property.

72. There is no question that the "Assignment of Mortgage" to Melissa's friend Razmi Hattar was recorded last year in order to place another false lien against the property in the event Kaput is awarded back his rightful ownership, forcing Kaput/Elite to file yet another lawsuit to quiet title against Mr. Hattar. This underscores the court's need to award the property to its rightful owner Tom Kaput, individually, as sole shareholder of dissolved Elite Financial Investments, Inc.

73. The assignment of note and mortgage to Razmi Hattar, recorded in June 2017, during this lawsuit, was once again notarized by Melissa's attorney and agent Aaron Spivack, Esq. There can be no doubt that this assignment of mortgage was at the

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direction of Melissa. This attempt to insure that the Sweiss' can continue to cloud title on the subject property through their friend Mr. Hattar.

74. Mr. Razmi Hattar is listed as an officer and agent of Melissa on numerous corporations in Florida.

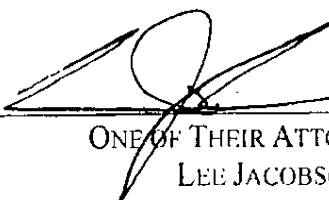
75. As a result of the slanders of title, Kaput and Elite have incurred well over one hundred fifty thousand dollars (\$150,000.00) of litigation fees and costs, to be demonstrated through a Petition for Fees.

76. Melissa's actions were done with malice and at no doubt at the behest of her husband, Murad.

77. Third party defendants are entitled to recovery of their attorney fees for Melissa's intentional slander of title.

WHEREFORE, Third-Party Plaintiffs Elite and Kaput, pray that this Court enter judgment against the Third-Party Defendant Melissa Sweiss, plus attorney fees and costs, plus punitive damages, and such other relief as this honorable Court deems just and necessary.

Respectfully submitted,



ONE OF THEIR ATTORNEYS,
LEE JACOBSON, ESQ.

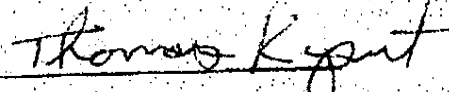
LEE JACOBSON
JACOBSON LEGAL SERVICES LLC
Attorney for Elite Financial Investments, Inc.
3530 S. Halsted St.
Chicago, Illinois 60609
P. (312) 600-5038 / F. (312) 277-3225
lee@jacobsonlegalservices.com
Attn. I.D. 62988

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VERIFICATION BY CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and, as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.



Thomas Kaput, individually and
as officer of EFI, Inc.

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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CONFESSION

Defendant, Murad Sweiss and Petra Propriete, LLC, by Fuchs & Roselli, Ltd. his/her attorney, waives service of process and confesses that there is due from defendant to plaintiff:

Principal <u>\$2,092,050.88</u>	Less rebate <u>0</u>	Balance	<u>\$2,092,050.88</u>
		Interest	<u>\$57,279.21</u>
		Late Charges	<u>\$6,240.00</u>
		Attorney's fee	<u>\$3,680.00</u>
		Total	<u>\$2,159,250.09</u>

(Recoverable under promissory note - see attached)

Defendant agrees that judgment may be entered against him/her for the total above and for costs, releases and waives all rights as authorized in the warrant of attorney.

Dejal S. Desai
Attorney for Defendant

JUDGMENT ORDER

It is ordered that plaintiff American Chartered Bank recover from defendant Murad Sweiss, an individual, and Petra Propriete, LLC, an Illinois Limited Liability Co. \$2,159,250.09 and costs of suit. Execution may issue.

Plaintiff may withdraw the original documents upon filing certified copies with the clerk.

ENTERED
JUDGE ALEXANDER P. WHITE - 0241

JAN 23 2009

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

ENTER:

[Signature]

Judge

Judge's No.

Atty. No.: 18573
 Name: Fuchs & Roselli, Ltd./T. Desai
 Atty. for: Plaintiff
 Address: 440 W. Randolph Street, Suite 500
 City/State/Zip: Chicago, Illinois 60606
 Telephone: (312) 651-2400

ENTERED
JUDGE ALEXANDER P. WHITE - 0241

JAN 23 2009

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

EXHIBIT

1

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086-513-579
American Chartered
Murad Sweiss

CONFESSION

Defendant, Murad Sweiss and Petra Propriete, LLC, by Fuchs & Roselli, Ltd. his/her attorney, waives service of process and confesses that there is due from defendant to plaintiff:

Principal \$2,092,050.88 Less rebate 0

(Recoverable under promissory note - see attached)

Balance	\$2,092,050.88
Interest	\$57,279.21
Late Charges	\$6,240.00
Attorney's fee	\$3,680.00

Total	\$2,201,091.11	TSD
Payment	41,041.02	TSD
Total	\$2,201,091.11	TSD

Defendant agrees that judgment may be entered against him/her for the total above and for costs, releases and waives all rights as authorized in the warrant of attorney.

Dejal S. Desai
Attorney for Defendant

8007
A
P3W

JUDGMENT ORDER

It is ordered that plaintiff American Chartered Bank recover from defendant Murad Sweiss, an individual, and Petra Propriete, LLC, an Illinois Limited Liability Co. ~~\$2,201,091.11~~ and costs of suit. \$2,201,091.11 - TSD
Execution may issue.

Plaintiff may withdraw the original documents upon filing certified copies with the clerk.

ENTER [Signature]
Judge Judge's No.

Atty. No.: 18573
Name: Fuchs & Roselli, Ltd./T. Desai
Atty. for: Plaintiff
Address: 440 W. Randolph Street, Suite 500
City/State/Zip: Chicago, Illinois 60606
Telephone: (312) 651-2400

ENTERED
JUDGE ALEXANDER P. WHITE - 0241
JAN 28 2009
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

UNOFFICIAL COPY**MORTGAGE**

Mail to:

Elite Financial Investments, Inc.
1211 West 22nd Street
Oak Brook, Illinois 60523

IN COOK COUNTY, ILLINOIS,
COMMONLY KNOWN AS:
1912-1918 W. Division Street
Chicago, Illinois 60622

P.I.N. 17-06-226-023-0000 (Parcel 2) and 17-06-226-027-0000 (Parcel 1)

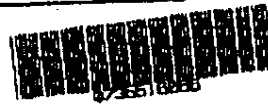
MORTGAGE

THIS MORTGAGE is made this 24th day of January, 2007, between Elite Financial Investments, Inc., 1211 West 22nd Street, Oak Brook, Illinois 60523 (hereinafter referred to as "Borrower") and Murad Swiss, 900 West Erie, Chicago, Illinois 60622 (hereinafter referred to as "Lender").

WITNESSETH

Borrower is justly indebted to Lender in the principal sum of Nine Hundred Fifty Thousand Dollars (\$950,000.00), as evidenced by that Note of Borrower dated of even date herewith, made payable to Lender, providing for a payment of the balance of all principal and interest due thereunder, if not sooner paid, due and payable on the 1st day of December, 2036.

To secure the payment of the principal sum of money evidence by the Note, with interest thereon as provided therein, and the payment of all other sums advanced to protect the security of this Mortgage, with interest thereon, and the performance by Borrower of all of the covenants and conditions contained herein and in said Note and all other sums due and owing by Borrower to Lender and in further consideration of Ten Dollars (\$10.00) in hand paid, the receipt of which is acknowledged, the Borrower does hereby by these presents, GRANT, MORTGAGE AND CONVEY to Lender, its successors and assigns the following described real estate and all of its estate, right, title and interest therein, situated, lying and being in the City of Chicago, County of Cook and State of Illinois, legally described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements, tenements, easements, hereditaments and appurtenances thereunto belonging and all rents, issues and profits thereof for so long and during all such times as the Borrower may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all the structures, buildings, additions and improvements, and replacements thereof, erected upon said realty, including any on-site systems providing electricity, heating, air conditioning, lighting, ventilation, water, and all plants and fixtures of every kind and nature whatsoever forming part of said structures or building or of any structures or buildings heretofore or hereafter standing on the realty, whether or not physically attached thereto, and together with all of Borrower's rights further to encumber said property for debt except by such encumbrance, which, by its actual terms and specifically expressed



Doc#: 0735618088 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/21/2007 03:13 PM Pg: 1 of 8

EXHIBIT**2**

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intent, shall be, and at all times remain, subject and subordinate to the lien of this Mortgage. All of the above-mentioned and described real estate, property and rights are hereinafter referred to as "Property".

TO HAVE AND TO HOLD the Property unto said Lender, its successors and assigns forever, for the purposes and uses therein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Obligations Relating to Property. Borrower shall (a) keep said Property in similar condition and repair, as of the date hereof; (b) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Property and the use thereof; (c) not use or suffer or permit use of the Property for any purpose other than permitted by law; (d) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; and (e) pay all filing, registration and recording fees, incident to this Mortgage.
2. Taxes. Borrower shall pay before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges against the Property when due.
3. Insurance. Borrower shall provide liability insurance with such limits for personal injury and death and property damage as Lender may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Lender.
4. Prepayment. The Borrower shall have the privilege of making prepayments on the principal of said Note (in addition to the required payments) in accordance with the terms and conditions, if any, set forth in said Note, without penalty or premium.
5. Rights of Lender. In case of default herein, Lender may, but need not, make any payment or perform any act herein required of Borrower in any form and manner deemed expedient, and may, but need not, make full or partial payments or principal or interest on prior encumbrances, in any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Lender to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon from the date of the disbursement at the rate stated in the Note.
6. Duties When Paying Property Obligations. Lender in making any payment is hereby authorized: (a) relating to taxes and assessments or insurance premiums, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.
7. Default. If: (a) default be made in the due and punctual payment of the Note, or any installment due in accordance with the terms hereof, either of principal or interest or in any payment required to be made under the terms of said Note of this Mortgage after applicable cure periods; or (b) a petition shall be filed by or against the Borrower in voluntary or involuntary bankruptcy

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or under Chapters VII, XI, XII or XIII of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or (c) the Borrower shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Borrower or for all Borrower's property or the major part thereof in any proceeding, or any court shall have taken jurisdiction of the property of the Borrower or the major part thereof in any proceeding for the arrangement, liquidation or winding up of the affairs of the Borrower; or (d) the Borrowers shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay Borrower's debts generally as they become due; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Borrower and the same shall continue for thirty (30) days after prior written notice thereof, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Lender become immediately due and payable, together with accrued interest thereon, without notice to Borrower.

8. Foreclosure. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the rights to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) for procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Lender may deem reasonable necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property.

All expenditures and expenses of the nature in this Paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of the Mortgage including the fees of any attorney employed by Lender in any litigation or proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the rate stated in the Note and shall be secured by this Mortgage.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order or priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidence by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note secured hereby; fourth, any surplus to Borrower, its heirs, legal representatives or assigns, as its rights may appear.

9. Inspection. Lender shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

10. Condemnation. Borrower hereby assigns, transfers and sets over unto Lender the entire proceeds of any award or any claim for damages for any of the mortgaged Property taken or damages under the power of eminent domain or by condemnation. Lender may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Borrowers to restore or rebuild. Any surplus which may remain out of said award after payment of such costs of rebuilding or restoration shall, at the option of

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Lender, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

11. Release. Lender shall release this Mortgage and the lien thereof by proper instrument upon full payment of all amounts due under the Note secured by this Mortgage.

12. Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and receipt of the mailing thereof by certified mail addressed to the Borrower or Lender at the address set forth above, or at such other place as any party hereto may be notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

13. Forbearance. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

14. Waiver. Borrower waives the benefit and agrees not to invoke any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws", not existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage.

15. Binding. This Mortgage and all provisions hereof shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage, and shall include the successors and assigns of Lender named herein, and the holder or holders, from time to time, of the Note secured hereby.

16. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof. Wherever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

17. Unauthorized Transfer. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured. Any sale, conveyance, assignment, pledge, mortgage, lease, hypothecation, encumbrance or other transfer of title to, or any interest in or the placing of any lien upon the Property or any portion of any entity owning any interest therein (whether voluntary or by operation of law) without Lender's prior written consent shall be an event of default hereunder.

Elite Financial Investments, Inc.

By: Tom Koput

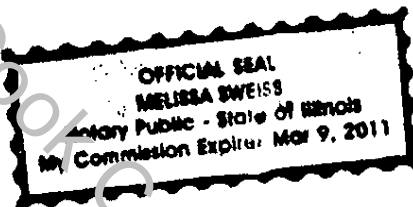
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned a Notary Public in and for said County in the State aforesaid, CERTIFY THAT Tom Karet, as agent of Elite Financial Investments, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 24th day of January, 2007.

Melissa Sweiss
NOTARY PUBLIC



MAIL TO:

Elite Financial Investments, Inc.
1211 West 22nd Street
Oak Brook, Illinois 60523

THIS INSTRUMENT PREPARED BY:

Aaron Spivack
811 West Superior Street
Chicago, Illinois 60622

Property of Cook County Clerk's Office

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EXHIBIT "A"

PARCEL 1:

LOT 3 IN BLOCK 2 IN JOSEPH PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 19 IN BLOCK 2 IN JOSEPH PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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AMERICAN
CHARTERED
BANK

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call/Coll	Account	Officer	Initials
\$2,100,000	12-21-07	8/31/2010	54837121			MFC	

Borrower: Murad Swiss
1914-1916 West Division
Chicago, IL 60672

Lender: American Chartered Bank
4685 Winfield Road
Warrenville, IL 60555

Petra Proprietary, LLC
1914-1916 West Division
Chicago, IL 60672

Principal Amount: \$2,100,000

Date of Note: December 13, 2007

PROMISE TO PAY. Murad Swiss and Petra Proprietary, LLC ("Borrower") promises to pay to American Chartered Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million One Hundred Thousand & 00/100 Dollars (\$2,100,000.00), together with interest on the unpaid principal balance from December 13, 2007 until Maturity or paid in full.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule: (1) monthly payments of principal and interest in the sum of Fifteen Thousand Seven Hundred and Twenty Five Dollars and 00/100 (\$15,725.00), beginning January 1, 2008, and on the first (1st) day of each month thereafter, with interest calculated on the unpaid principal balances at the fixed rate of 7.65% and (2) with one payment of the remaining balance of principal and accrued interest and loan charges due August 31, 2010. The actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. This Note may be prepaid at any time in whole or in part, subject to the following conditions: (i) Borrower may prepay all or part of the outstanding indebtedness evidenced hereby during the term of this Note only upon paying, in addition to all sums due hereunder, a prepayment charge equal to three percent (3%) of the amount so prepaid between December 13, 2007 and November 1, 2008, (ii) two percent (2%) of the amount so prepaid between November 2, 2008 and November 1, 2009 and (iii) one (1%) of the amount so prepaid between November 2, 2009 and August 31, 2010.

The aforesaid prepayment charges shall be applicable whether said prepayment is made voluntarily or involuntarily pursuant to an event of default and acceleration of the Maturity Date hereunder. The Borrower acknowledges that the aforesaid prepayment charge payable to the Lender hereunder is a reasonable pre-estimate of the Lender's losses, and is not a penalty.

Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language if Borrower sends such a payment. Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: American Chartered Bank, 4685 Winfield Road, Warrenville, IL 60555.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$100.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under

1

EXHIBIT

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applicable law, increase the interest rate on this Note 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay and Borrower shall be obligated to pay Lender all amounts Lender incurs in the collection or defense of this Note. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, including without limitation expert witness fees, deposition fees and charges and costs, attorney travel costs, postage, copying, telephone, all whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeal. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

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(Rev. 12/5/00) CCCH 0018

ATTACHMENT ORDER

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

9400

SWEISS

v.

VITOGIANNIS

No. 04 CH 2629

ENTERED
 JUDGE NANCY J. ARNOLD-1732
 FEB 23 2009
 DOROTHY BROWN
 CLERK OF THE CIRCUIT COURT
 OF COOK COUNTY, IL

ATTACHMENT ORDER

This matter coming for hearing on this date pursuant to the ORDER of this Court entered on

February 6, 2009 and a Rule being entered and made returnable directed to the Respondent,

MURAD SWEISS

to show cause why the Respondent should not have sanctions imposed in accordance with the relief prayed for in the petition filed on February 6, 2009; and this matter coming for hearing on the record for certain other relief as is set forth in said petition; and it appearing that the Respondent has been duly and properly served with the petition in accordance with the law as made and provided; and that the Respondent has had due notice of the hearing set for this date, and the Respondent having failed to appear; and the Court being in all respects fully informed;

IT IS ORDERED as follows:

1. That the Sheriff of COOK County, State of Illinois, is directed to take and bring the person of the Respondent before this Court in Room 2507, Richard J. Daley Center, Chicago, Illinois to answer to the Rule to Show Cause entered and to respond to the matter of relief set forth in the petition filed and continued for hearing to this date.
2. That the costs of processing this attachment as provided under law shall be charged to and paid by the Respondent unless otherwise ordered by the Court.

ENTER:

Nancy Arnold
Judge

Judge's No.

Name: J. Pataclaw
 Attorney for: Hidden Property Holdings
 Address: 555 W. Jackson Blvd. #700
 City/Zip: Chicago IL 60661
 Telephone: (312) 655-0837
 Atty. No.: 28882

J.H.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

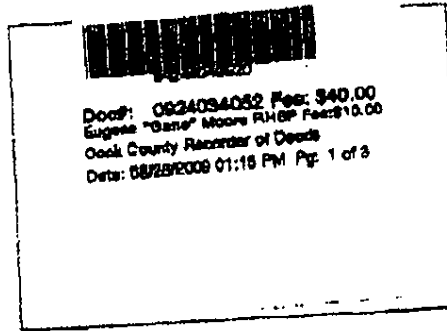
EXHIBIT
4

485

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WARRANTY DEED
INDIVIDUAL TENANCY
ILLINOIS STATUTORY

62946 - Aaron
MAIL TO:
Aaron Spivack
811 W Superior St
Chicago, Illinois 60622



NAME & ADDRESS OF TAXPAYER:

Melissa Sweiss
811 West Superior Street
Chicago, Illinois 60622

The GRANTOR, ELITE FINANCIAL INC., a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of ten and no/100 dollars (\$10.00) in hand paid, and pursuant to the Board of Directors of said corporation, CONVEYS AND WARRANTS to Melissa Sweiss, the following described real estate situated in the County of Cook, in the State of Illinois to wit:

LOT 3 IN HEIR'S OF JOSEPH PEACOCK'S SUBDIVISION OF LOT 18
IN JOSEPH PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF
THE WEST 10 ACRES OF THE SOUTH 28 ACRES OF THE WEST 1/4
OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS.

Permanent Index Number: 17-06-228-027-000

Street Address: 1912 West Division Street, Chicago, Illinois 60622

In Witness Whereof, said Grantor has caused its corporation seal to be hereto affixed, and has caused its name to be signed to these presents by James Keen its President, and attested by _____ its Secretary, this 13th day of May, 2008.

Elite Financial, Inc.

(NAME OF CORPORATION)

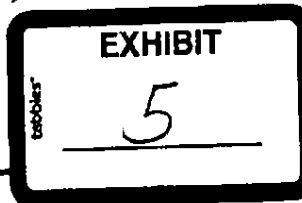
IMPRESS
CORPORATE SEAL
HERE

By: James Keen

PRESIDENT

Attest: _____

SECRETARY



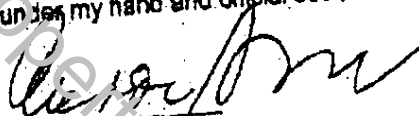
Handwritten notes: 2008, 169

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that THOMAS E. ADAM, personally known to me to be the President of Elite Financial Investments, Inc. and _____ personally known to me to be Secretary of said Corporation personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the use and purposes set forth.

Given under my hand and official seal, this 13th day of May, 2008.


NOTARY PUBLIC



My commission expires on _____, 2008.

COOK COUNTY - ILLINOIS TRANSFER STAMP

*If grantor is also Grantee you may want to strike Release & Waiver of Homestead Rights.

NAME and ADDRESS OF PREPARER:
LAW OFFICE OF AARON SPIVACK
811 West Superior Street
Chicago, Illinois 60622

EXEMPT UNDER PROVISIONS OF
PARAGRAPH 6 SECTION 4,
REAL ESTATE TRANSFER ACT
DATE: 5/13/08

Signature of Buyer, Seller or Representative

** This conveyance must contain the name and address of the Grantor for tax billing purposes: (55 ILCS 5/3-5020) and name and address of the person preparing the instrument: (55 ILCS 5/3-5022).

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STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed of Assignment of Beneficial Interest in land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated May 13, 2008

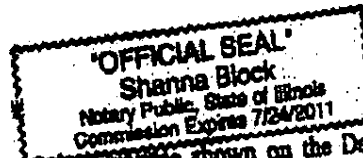
Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me

By the said

This 13 day of May, 2008

Notary Public [Signature]



The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Date May 13, 2008

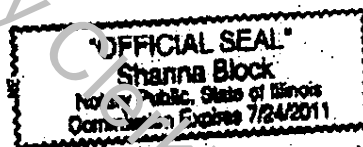
Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me

By the said

This 13 day of May, 2008

Notary Public [Signature]



Note: Any person who knowingly submits a false statement concerning the identity of Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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Doc# 1815916075 Fee \$40.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/08/2018 02:32 PM PG: 1 OF 2

When Recorded Return To:

MURAD SWEISS
6705 143RD ST N
WEST PALM BEACH, FL.
33418

ASSIGNMENT OF NOTE AND MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MURAD SWEISS whose address is 6705 143RD St. N., Palm Beach Gardens, FL 33418 (ASSIGNOR), by these presents does convey, grant, assign, transfer and set all rights title and interest over the described Note and Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to RAMZI HATTAR, whose address is 6829 Slavin Drive, Orlando, FL, 32819, its successors or assigns, (ASSIGNEE).

Said Note in the amount of \$950,000.00 and Mortgage dated on January 24, 2007, and made by ELITE FINANCIAL INVESTMENTS INC. to MURAD SWEISS and recorded December 21, 2007, in the records of the Recorder of COOK COUNTY, ILLINOIS, as Document # 0735516066, upon the property situated in said State and County as more fully described in said Mortgage or herein to wit:

LOT 3 IN THE HEIRS OF JOSEPH PEACOCK'S SUBDIVISION OF LOT 18 IN BLOCK 2 IN JOSEPH PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN No.: 17-06-226-027-0000

Property is commonly known as: 1912 W. Division St., Chicago, IL 60622

This Assignment is made without recourse, representation or warranty, express or implied, by MURAD SWEISS.

IN WITNESS WHEREOF, this Assignment is executed on April 16, 2018. MURAD SWEISS, 6705 143RD St. N., Palm Beach Gardens, FL 33418.

Murad Sweiss
4/16/2018



UNOFFICIAL COPY

State of Illinois)
) ss
County of Cook)

I, AARON SPIVACK a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Murad Sweiss**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th day of April, 2018.

Aaron Spivack
AARON SPIVACK
OFFICIAL SEAL
Notary Public, NO BARRIS PUBLIC
My Commission Expires
June 15, 2020


Property of Cook County Clerk's Office

Please mail to
AAaron Spivack
566 W Lake St - LL
Chicago 60661

UNOFFICIAL COPY

RELEASE OF MORTGAGE

That **Murad Sweiss**, of the County of _____ and State of Florida, for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby remise, release, convey and quit-claim unto **Elite Financial Investments, Inc.**, its heirs, legal representatives and assigns, all the right, title, interest, claim, or demand whatsoever it may have acquired in, through, or by a certain Mortgage, dated the 24th day of January, 2007, and recorded in the Recorder's Office of Cook County, State of Illinois as Document No. 0735516066 to the premises therein described, situated in the County of Cook, State of Illinois, as follows, to wit:

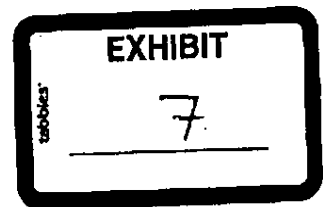


Doc# 1810722024 Fee \$40.00
 RHSP FEE:\$9.00 RPRF FEE: \$1.00
 KAREN A. YARBROUGH
 COOK COUNTY RECORDER OF DEEDS
 DATE: 04/17/2018 11:18 AM PG: 1 OF 1

LOT 3 IN HEIRS OF JOSEPH PEACOCK'S SUBDIVISION OF LOT 18 IN BLOCK 2 IN JOSEPH PEACOCK'S SUBDIVISION OF THE SOUTH 6 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Together with all the appurtenances and privileges there unto belong or appertaining.

Permanent Real Estate Index Number(s): 17-06-226-027-0000
Address(es) of Premises: 1912 West Division Street, Chicago, Illinois 60622

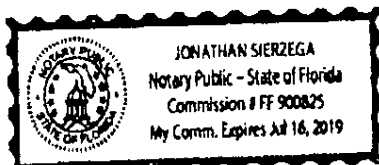


WITNESS hand and seal this 6th day of March, 2018.
*This Release is issued due to this Mortgage having been recorded in error

STATE OF FLORIDA

COUNTY OF Palm Beach, FL

Jonathan Sierzega a notary public in and for the said county, in the State aforesaid, DO HEREBY CERTIFY that Murad Sweiss, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 06th day of March, 2018.



[Signature]
Notary

This instrument prepared by Aaron Spivack, 566 West Lake St, Chicago 60661, Bm