



# UNOFFICIAL COPY

Neighborhood Resources LLC, an Illinois limited liability company, being the court-appointed receiver (the "Receiver"), under the authority of the Circuit Court of Cook County, Illinois as set forth in its Order dated January 8<sup>th</sup> 2020, and amended from time to time, in the above-captioned action (the "Order") and pursuant to 65 ILCS 5/11-31-2(a) relating to the property commonly known as : 1317 West Garfield, Chicago, IL, legally described as follows (the "Property"):

## LEGAL DESCRIPTION:

PIN 20-17-105-004-0000

LOT 27 IN 55<sup>TH</sup> STREET BOULEVARD ADDITION IN THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL

2. **Principal Amount.** The "Face Amount" of this Certificate equals the sum Three thousand and Forty Seven Dollars (3,047.50) and shall be increased by the attorneys' fees and costs incurred by Holder arising from and/or related to attempts to collect the Principal Balance (as defined below) of this Certificate, including, but not limited to, attorneys' fees and costs incurred by Holder with respect to an action seeking to foreclose the lien upon the Property and rents and issues thereof, relating to this Certificate. The "Principal Balance" of this Certificate equals the sum of the Face Amount, all interest accrued thereon and other sums payable to Holder as provided in this Certificate. All expenses incurred after effective date of certificate will accrue at the same interest allowed by this certificate.
3. **Interest Rate.** Interest shall accrue and be payable on the Principal Balance of this Certificate from the Effective Date of this Receiver Certificate at a simple interest rate of eighteen percent 18 % per annum, as set forth in the Authorization Order.

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4. **Computation of Interest.** Interest shall be computed on the Principal Balance evidenced hereby outstanding from time to time, on the basis of a three hundred sixty (360) day year, but shall be charged for the actual number of days within the period for which interest is being charged. Any sum advanced by the Holder that increases the Principal Balance shall be deemed to have been disbursed as of, and shall bear interest from, the date of payment.
5. **Application of Payment.** The Principal Balance of this Certificate shall be increased by all unpaid interest and all other sums due hereunder and may be repaid in part or in whole at any time. All such payments on account of this Certificate shall be made by bank check, wire transfer or other certified funds to the Holder, and shall be applied first to interest on the unpaid Principal Balance at the applicable rate(s) herein provided, second to all other sums due Holder hereunder and the remainder to reduce the unpaid Principal Balance hereof.
6. **Negotiable Instrument; Notice of Lien.** Pursuant to 65 ILCS 5/11-31-2(a), this Certificate shall be freely transferable and when sold or transferred by the Receiver in return for a valuable consideration in money, material, labor or services, shall be a first lien upon the Property and the rents and issues thereof, and shall be superior to all prior assignments of rents and all prior existing liens and encumbrances, except taxes; provided, that within 90 days of such sale or transfer for value by the Receiver of this Certificate, the Holder thereof shall file notice of lien in the office of the recorder in the county in which the Property is located, or in the office of the registrar of titles of such county if the Property affected is registered under the Registered Titles (Torrens) Act. The notice of the lien filed shall set forth (1) a description of the Property affected sufficient for the identification

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thereof, (2) the face amount of the Certificate, together with the interest payable thereon, and (3) the date when the Certificate was sold or transferred for value by the Receiver. The Principal Balance shall be increased by the attorneys' fees and costs related to preparing and recording the notice of the lien and all fees will accrue at the same interest as allowed by this certificate.

7. **Release of Lien; Enforcement.** Upon payment to the Holder of the Certificate of the Principal Balance, and upon the filing of record of a sworn statement of such payment, the lien of this Certificate shall be released. Unless the lien is enforced pursuant to 65 ILCS 5/11-31-2(b), the lien may be enforced, subject to 65 ILCS 5/11-31-2(b) by proceedings to foreclose as in the case of mortgages or mechanics' liens, and such action to foreclose such lien may be commenced. In the event the Principal Balance is not paid in full to Holder on or before the Maturity Date, or if Holder incurs any expenses or costs in connection with the protection or realization of any collateral, whether or not suit is filed thereon or on any instrument granting a security interest in said collateral, the Principal Balance shall be increased by all costs of collection of every kind, including but not limited to all appraisal costs, attorneys' fees, court costs, and expenses of every kind, incurred by Holder in connection with such collection or the protection or enforcement of any or all of the security for this Certificate, whether or not any lawsuit is filed with respect thereto.
8. **Insurance; Real Estate Taxes.** Holder may do such acts as may be required to pay past due real estate taxes and obtain and maintain such insurance policies as determined in Holder's sole discretion as reasonably necessary to protect Holder's interest with respect to this Certificate and any collateral for which secures this Certificate, including, but not limited to first mortgage insurance on the Certificate from an agency of the federal

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government, liability insurance, title insurance, and casualty insurance. The Principal Balance shall be increased by the costs incurred to purchase any such real estate taxes and insurance policy. All additional monies will accrue at approved interest rate approved in this certificate.

9. Effective Date. The "Effective Date" of this Certificate is 1/22/ 2020.

By: [Signature]  
Curt Bettiker of Chicago  
Neighborhood Resources, LLC, not  
individually but solely in his capacity  
as Receiver.

SWORN AND SUBSCRIBED TO  
This 19 Day of July, 2020.

[Signature]  
Notary Public



FILED DATE: 1/22/2020 10:00 AM 20171400466

Property of Cook County Clerk's Office

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FILED DATE: 1/22/2020 10:00 AM 20171400466

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

THE CITY OF CHICAGO, a municipal corporation,

Plaintiff,

v.

NIA SMITH

Unknown owners and non-record claimants

Defendants

Case No. 17 M1 400466

Re: 1317 W GARFIELD  
BLVD  
Chicago, IL

### ORDER

THIS MATTER COMING before this Court on the Motion of the Limited Receiver Chicago Neighborhood Resources, LLC ("CNR") for Approval of Accounting and for Approval of Receiver's Certificate Form (the "Motion"), parties to this action having received notice of this motion and this Court being advised in the premises, IT IS HEREBY ORDERED:

1. The Motion is hereby GRANTED *as no party filed an objection*
2. CNR is hereby authorized to issue Receiver's Certificate #1 in the face amount of \$ 3,047.50, on the form attached herein as Exhibit H.
3. *This matter is continued to December 3, 2020*

ENTERED: *Account Judge Joseph A. Scanzano*  
*[Signature]*  
 Circuit Court - 1014

Prepared by:  
 Chicago Neighborhood Resources, LLC  
 2870 N Elston  
 Chicago, IL 60618  
 (312) 332-7100

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

THE CITY OF CHICAGO,	)	
	)	No. 17 MI 400466
Plaintiff,	)	
v.	)	Re: 1317 W. Garfield Blvd.
	)	
NIA SMITH, <i>et al.</i> ,	)	
Defendants.	)	Courtroom 1105, Richard J. Daley Center

### ORDER

This cause coming before the court for hearing, the court having jurisdiction and being duly advised, THE COURT FINDS THAT:

1. There exists at the subject premises ("Premises") numerous unhealthy and unsafe buildings conditions, including conditions that pose an imminent threat of irreparable harm and injury to the health, safety and welfare of the public and occupants of Premises;
2. Defendants, who are owners of or have an interest in Premises, upon notice, have failed to abate or are unable to abate the dangerous and hazardous conditions that exist there;
3. Equitable remedies other than the appointment of a receiver are inadequate in this case because the dangerous and hazardous conditions at the subject property will remain and the public and building occupants remain at risk unless a receiver is appointed;

WHEREFORE, IT IS HEREBY ORDERED THAT:

1. CNR Advisors LLC ("Receiver") is appointed as the new General Receiver of the subject Property pursuant to 65 ILCS 5/11-31-2.
2. Receiver is authorized to conduct all remediation work necessary to bring Premises into compliance.
3. As the successor to CR Realty (the prior receiver appointed herein), Receiver may collect all fees/costs payable to CR Realty in connection with this proceeding and may include said fees/costs in any subsequent accounting.
4. Receiver is granted permission to pursue all necessary relief in the bankruptcy proceeding pending in the U.S. Bankruptcy Court, Northern District of Illinois, and styled as *In re Nia N. Smith*, No. 20-01066, required to perform as Receiver as contemplated herein.
5. Receiver is authorized to retain Samuel Schumer of Meltzer, Purtil & Stell LLC as counsel, and said counsel is hereby substituted for the appearance of Demetris Kare on behalf of Receiver.
6. Receiver is authorized to employ agents to assist in the performance of its receivership duties.
7. Applicant's bond is excused pursuant to 65 ILCS 5/11-31-2.3; Receiver's surety bond is waived pursuant to 65 ILCS 5/11-31-2.3.
8. Receiver is authorized to issue Receiver's certificates for the costs and expenses of the receivership.

IT IS FURTHER ORDERED THAT this cause be continued to June 3, 2021 at 11:00 a.m., Courtroom 1105, Richard J. Daley Center, 50 W. Washington St., Chicago, without further notice.

HEARING DATE: April 22, 2021

By: Greg Jones  
 Attorney for Plaintiff  
 Corporation Counsel #90909  
 2 N. LaSalle, Room 320  
 Chicago, IL 60602  
 (312) 744-8791

By: Samuel Schumer  
 Attorney for Receiver  
 Samuel Schumer / MPSLaw #33682  
 300 S. Wacker Dr., Ste. 2300  
 Chicago, IL 60606  
 (312) 987-9900

Scott  
 JUDGE  
 1914  
 COURTROOM 1105