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Doc#. 2314540020 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 05/25/2023 10:06 AM Pg: 1 of 6

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

BEVERLY BANK & TRUST COMPANY, N.A.,

Plaintiff,

v.

LAKE LATHROP PARTNERS LLC, an Illinois limited liability company; FRANK MARTIN PARIS, JR. A/K/A MARTY PARIS A/K/A F. MARTIN PARIS, JR., MARTIN NV II, INC., a Nevada corporation; MAEVE, LLC – SERIES A, a Delaware series limited liability company; MAEVE, LLC – SERIES JJ, a Delaware series limited liability company; MAEVE, LLC – SERIES DD, a Delaware series limited liability company; SEDGWICK DESIGN CORP., an Illinois corporation; SEDGWICK PROPERTIES DEVELOPMENT CORPORATION, an Illinois corporation; MARK MCKINNEY ARCHITECTURES LLC f/d/b/a 2MA, LLC, an Illinois limited liability company; ALPHA CONSTRUCTION SERVICES, LLC, a Delaware limited liability company; WIGBOLDY EXCAVATING, INC., an Illinois corporation; PREMIUM CONCRETE, INC., an Illinois corporation; SCHINDLER ELEVATOR CORPORATION, a Delaware corporation; MILHOUSE ENGINEERING AND CONSTRUCTION, INC., an Illinois corporation; ERIKSSON ENGINEERING ASSOCIATES, LTD., an Illinois corporation; DAVID J. SWARTZ PE LTD., an Illinois corporation; D & P CONSTRUCTION CO., INC., an Illinois corporation; UNKNOWN OWNERS and NON-RECORD CLAIMANTS,

Defendants.

No. 2023 CH 05065

Cal. 63

Property Address:
7301-7613 Lake Street
River Forest, Illinois 60305

NOTICE OF FORECLOSURE

PLEASE TAKE NOTICE that the Verified Complaint in Chancery for mortgage foreclosure in the above-entitled cause was filed in the Office of the Clerk of the Circuit Court of Cook County, Illinois, on the 23rd day of May, 2023, and that such Complaint is now pending in that Court.

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- (i) The name of the Plaintiff and the case number are those set forth in the caption above;
- (ii) The Court in which the action was brought is identified above;
- (iii) The name of the title holder of record is: Lake Lathrop Partners LLC, an Illinois limited liability company.
- (iv) The legal description of the real estate sufficient to identify it with reasonable certainty is as follows:

See Exhibit A attached hereto and hereby incorporated by reference.

- (v) The common address or description of the location of the real estate is:
7501-7613 Lake Street, River Forest, Illinois 60305
- (vi) Identification of the mortgage sought to be foreclosed is as follows:

Name of Mortgagor: Lake Lathrop Partners LLC, an Illinois limited liability company.

Name of Mortgagee: Beverly Bank & Trust Company, N.A.

Date of Mortgage: February 2, 2022.

Date of Recording: February 8, 2022.

County Where Recorded: Recording Division of the Cook County Clerk

Identification of Recording: Document number 2203922023.

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AFFIRMATION OF NON-RESIDENTIAL MORTGAGE FORECLOSURE LIS PENDENS

As agent for the Plaintiff, I state and affirm that the foregoing Lis Pendens is not related to a residential mortgage foreclosure and therefore does not require a certificate of service under paragraph (g) of 765 ILCS 77/70. Note: "If the certificate of service is not recorded, then the Lis Pendens pertaining to the residential mortgage foreclosure in question is not recordable and is of no force and effect." 765 ILCS 77/70 (g).

BEVERLY BANK & TRUST COMPANY, N.A.



By: _____
One of its Attorneys

Prepared By/After Recording Return To:

Ann Addis Pantoga
THOMPSON COBURN LLP
55 East Monroe Street, 37th Floor
Chicago, Illinois 60603
(312) 346-7500

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 14 AND THE EAST 50 FEET OF LOT 15 AND THE EAST 50 FEET OF LOT 16 IN BLOCK 3 IN PART OF RIVER FOREST, BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SURVEYED FOR THE SUBURBAN HOME MUTUAL LAND ASSOCIATION, ACCORDING TO THE PLAT OF SAID SUBDIVISION, RECORDED JUNE 23, 1890, IN BOOK 43 OF PLATS, PAGE 20, AS DOCUMENT NUMBER 1291334.

PARCEL 2:

LOTS 1, 2 AND 3, TAKEN AS A TRACT, (EXCEPT THE WEST 66.50 FEET THEREOF) IN BLOCK 3, IN SUBURBAN HOME MUTUAL LAND ASSOCIATION SUBDIVISION IN RIVER FOREST, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 66.50 FEET OF LOTS 1, 2 AND 3, TAKEN AS A TRACT, IN BLOCK 3, IN SUBURBAN HOME MUTUAL LAND ASSOCIATION SUBDIVISION IN RIVER FOREST, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH all buildings and other improvements now or at any time hereafter constructed or erected upon or located at the Real Estate, together with and including, but not limited to, all fixtures, equipment, machinery, appliances and other articles and attachments now or hereafter forming part of, attached to or incorporated in any such buildings or improvements (all herein generally called the "Improvements");

TOGETHER WITH all privileges, reservations, allowances, hereditaments, tenements and appurtenances now or hereafter belonging or pertaining to the Real Estate or Improvements;

TOGETHER WITH all leasehold estates, right, title and interest of Mortgagor in any and all leases, subleases, arrangements or agreements relating to the use and occupancy of the Real Estate and Improvements or any portion thereof, now or hereafter existing or entered into (all herein generally called "Leases"), together with all cash or security deposits, advance rentals and other deposits or payments of similar nature given in connection with any Leases;

TOGETHER WITH all rents, issues, profits, royalties, income, avails and other benefits now or hereafter derived from the Real Estate and Improvements, under Leases or otherwise (all herein generally called "Rents"), subject to the right, power and authority given to the Mortgagor in the Assignment hereinafter referred to, to collect and apply the Rents;

TOGETHER WITH all right, title and interest of Mortgagor in and to all options to purchase or lease the Real Estate or Improvements, or any portion thereof or interest therein, or

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any other rights, interests or greater estates in the rights and properties comprising the Premises, now owned or hereafter acquired by Mortgagor;

TOGETHER WITH any interests, estate or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Real Estate and Improvements or other rights, interests or properties comprising the Premises now owned or hereafter acquired;

TOGETHER WITH all right, title and interest of Mortgagor now owned or hereafter acquired in and to (i) any land or vaults lying within the right-of-way of any street or alley, open or proposed, adjoining the Real Estate; (ii) any and all alleys, sidewalks, strips and gores of land adjacent to or used in connection with the Real Estate and Improvements; (iii) any and all rights and interest of every name or nature forming part of or used in connection with the Real Estate and/or the operation and maintenance of the Improvements; (iv) all easements, rights-of-way and rights used in connection with the Real Estate or Improvements or as a means of access thereto, and (v) all water rights and shares of stock evidencing the same;

TOGETHER WITH all right, title and interest of Mortgagor in and to all tangible personal property (herein called "Personal Property") owned by Mortgagor and now or at any time hereafter located in, on or at the Real Estate or Improvements (whether or not affixed thereto), including, but not limited to: (a) all furniture, furnishings and equipment furnished by Mortgagor to tenants of the Real Estate or Improvements; (b) all building materials and equipment located upon the Real Estate and intended to be incorporated in the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements; (c) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, and all fire sprinklers, alarm systems, electronic monitoring equipment and devices; (d) all window or structural cleaning rigs, maintenance equipment and equipment relating to exclusion of vermin or insects and removal of dust, dirt, debris, refuse or garbage; (e) all lobby and other indoor and outdoor furniture, including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets, wall beds, wall safes and other furnishings; (f) all rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds and curtains; (g) all lamps, chandeliers and other lighting fixtures; (h) all recreational equipment and materials; (i) all office furniture, equipment and supplies; (j) all kitchen equipment, including refrigerators, ovens, dishwashers, range hoods and exhaust systems and disposal units; (k) all laundry equipment, including washers and dryers; (l) all tractors, mowers, sweepers, snow removal equipment and other equipment used in maintenance of exterior portions of the Real Estate and Improvements; and (m) all maintenance supplies and inventories; provided that the enumeration of any specific articles of Personal Property set forth above shall in no way exclude or be held to exclude any items of property not specifically enumerated; but provided that there shall be excluded from and not included within the term "Personal Property" as used herein and hereby mortgaged and conveyed, any equipment, trade fixtures, furniture, furnishings or other property of tenants of the Premises;

TOGETHER WITH all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i) the proceeds of insurance in effect with respect to the Premises, and (ii) any and all awards, claims for damages and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (all herein generally called "Awards").

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PINs: 15-12-117-002-0000; 15-12-117-003-0000; 15-12-117-017-0000; 15-12-117-018-0000; 15-12-117-019-0000

Commonly known as: 7301-7613 Lake Street, River Forest, IL 60305

Property of Cook County Clerk's Office