Prepared by and Mail To: Chicago Neighborhood Resources, LLC 405 West Superior 7th Floor Chicago, IL 60654 773-717-2277 Doc#. 2322828193 Fee: \$107.00 Karen A. Yarbrough Cook County Clerk

Date: 08/16/2023 03:50 PM Pg: 1 of 8

PIN 13-36-427-024 0000

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

The City of Chicago, a mun	icipal corporation	on)		
	Plaintiff,	Co.	<i>)</i>)		
VS.		40) *	Case	e No: 18 M1 401890
Kevin E Kanoski, and all urrecord claimants, et al.,	nknown owners	and non-		Re:	1636 N Talman, Chicago, Illinois
	Defendant(s).) 60647	7	′

RECEIVER'S CERTIFICATE NO. 1_

1. This Receiver's Certificate No. 1 (the "Certificate") is made to the order of Chicago Neighborhood Resources, LLC, a limited liability company located at 2870 North Elston Chicago, Illinois 60618 and its successors and/or assigns (each person or entity of which is the holder of this Certificate is sometimes referred to herein as "Holder") by Chicago Neighborhood Resources LLC, an Illinois limited liability company, being the court-

2322828193 Page: 2 of 8

UNOFFICIAL COPY

appointed receiver (the "Receiver"), under the authority of the Circuit Court of Cook County, Illinois as set forth in its Order dated 9/3/2020, 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 1636 N Talman Ave, Chicago IL 60647, Illinois, legally described as follows (the "Property"):

LEGAL DECRIPTION:

EXHIBIT A

- 2. Principal Anabust. The "Face Amount" of this Certificate equals the sum Fifty One Thousand and Ninety Nine Dollars 10/100 (\$51,099.10) 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 Jefined 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. <u>Interest Rate.</u> 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.
- 4. <u>Computation of Interest.</u> 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 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 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, along with all collection costs, 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, collection east, fees, 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 laws dit is filed with respect thereto. All additional funds advanced will accrue at the approved interest rate allowed by this certificate from date of advancement.
- 8. <u>Insurance</u>; 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 government, liability insurance, title insurance, and casualty insurance. The Principal

2322828193 Page: 5 of 8

UNOFFICIAL COPY

Balance shall be increased by the costs incurred to purchase any such real estate taxes and insurance policy. All additional funds advanced will accrue at the approved interest rate allowed by this certificate from date of advancement.

The "Effective Date" of this Certificate is June 1st 2022. 9. Effective Date.

By:_ P. Curtia Bettiker

Property of Cook County Clark's Office Chicago Neighborhood Resources, LLC, not individually but solely in his capacity

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

The City of Chicago, a municipal corporation)	
Plaintiff,)	
Vs.)	Case No: 18 M1 401890
Kevin E Kanoski, and all unknown owners and non-record carinants, et al.,)))	Re: 1636 N Talman, Chicago, Illinois 6064
Defendant(s).))	

AGREED ORDER

THIS MATTER COMPNG before this Court on the Motion of the Limited Receiver Chicago Neighborhood Recourse', LIC (the "CNR") for Approval of Receivers 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.
- 2. CNR is hereby authorized to issue Receiver's Certificate #1 in the face amount of \$51,099.10 on the form attached herein as Exhibit A. CNR Agrees to NOT record the certificate pursuant to the following agreed terms in this order.
- 3. Defendant agrees to pay a onetime payment of Ten Thousand Dollars (\$10,000.00) to reduce the balance owed to \$41,099.10 by May 1st 2022.
- 4. The defendant agrees to pay interest only payments at 18% interest for the term of 12 months made payable by the first of each month starting on June 18 2022. With a final payment of \$41,099.10 by June 1st 2023. Defendant may pay the entire un paid balance at any time without penalty, with interest accrued at 18% through the date of payoff only.
- 5. Payment Schedule:

			Loan
Date	Payment #	Payment	Balancc
5/1/2022	0	10,000.00	41099,10
6/1/2022	1	616,49	41099.10
7/1/2022	2	616.49	41099.10
8/1/2022	3	616 49	41099.10

APR 28 2022

CLIEBER MARTINE SOURT

2322828193 Page: 7 of 8

UNOFFICIAL COPY

9/1/2022	4	616.49	41099.10
10/1/2022	5	616.49	41099.10
11/1/2022	6	616.49	41099,10
12/1/2022	7	616,49	41099.10
1/1/2023	8	616,49	41099.10
2/1/2023	9	616.49	41099.10
3/1/2023	10	616.49	41099.10
4/1/2023	11	616.49	41099.10
5/1/2023	12	616.49	41099,10
E/1/2023	13	41099.10	0.00

6. If defer an certifict a agam. amounts previously p..

Prepared by:
Chicago Neighborhood Resources, KKC
2870 N Elston
Chicago, IL 60618
717-2277

2322828193 Page: 8 of 8

UNOFFICIAL COPY

EXHIBIT A

Property Legal Description

"SUB-LOT" 5 IN THE SUBDIVISION OF LOT 9 IN BLOCK 8 IN BORDENS SUBDIVISION OF THE

WEST ½ OF THE SOUTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1636 N TALMAN AVE CHICAGO IL 60647 and that located thereon is a

- Story(s) Building 2
- Dwelling Units 4
- Non-Reside and Units

Contraction of Contra Address of Property: 1636 N. Talman Avenue, Chicago, Illinois 60647

PIN 13-36-427-024-0000