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Doc#: 2325834085 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/15/2023 08:38 AM Pg: 1 of 6

THIS DOCUMENT WAS
PREPARED BY AND AFTER
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MAILED TO:

Chicago Neighborhood Resources LLC
405 West Superior St
7th Floor
Chicago, IL 60654
(773) 717-2277

The City of Chicago, a municipal corporation)
)
Plaintiff,)
)
vs.) Case No: 20 M1 400463
)
)
John Carter, U.S. Depart of Housing and Urban) Re: 7128-30 S Wentworth Ave
Dev. Chicago Regional Office, and all unknown) Chicago, Illinois 60621
owners and non-record claimants, et al.,)
)
Defendant(s).)

RECEIVER'S CERTIFICATE NO. 2

1. This Receiver's Certificate No. 2 (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-appointed receiver (the "Receiver"), under the authority of the Circuit Court of Cook County, Illinois as set forth in its Order dated August 30th 2022 and amended from time

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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 7128-30 S Wentworth Ave. legally described as follows (the “Property”):

Legal Description of the Property

Property Identification No.: 20-28-203-018-0000

LOT 3 IN BLOCK 8 IN EGGLESTON’S SECOND SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 1/2 OF THE NORTH 1/2 OF SAID NORTHEAST 1/4 HERETOFORE SUBDIVIDED AS EGGLESTON’S SUBDIVISION) OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7128-30 S WENTWORTH AVE CHICAGO IL 60621

2. **Principal Amount.** The “Face Amount” of this Certificate equals the sum Nine Thousand, Seven Hundred Fourteen Dollars 15/100 (\$9,714.15) 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, along with all collection costs, all fees will accrue at the same interest as allowed by this certificate.

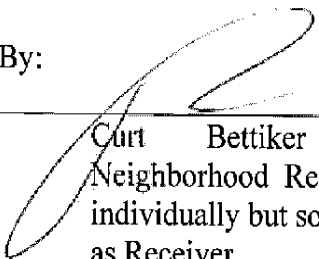
7. **Release of Lien; Enforcement.** Upon payment to the Holder of the Certificate of the Principal Balance, and upon the filing of record of a sworn statement of such payment, the lien of this Certificate shall be released. Unless the lien is enforced pursuant to 65 ILCS 5/11-31-2(b), the lien may be 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 cost, 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 lawsuit 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. **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

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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 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.

- 9. **Effective Date.** The "Effective Date" of this Certificate is September 5, 2023, which is the date filed to the court.

By:


 Curt Bettiker of Chicago
 Neighborhood Resources, LLC, not
 individually but solely in his capacity
 as Receiver.

SWORN AND SUBSCRIBED TO
This 14 Day of Sept, 2023.


 Notary Public



Property of Cook County Clerk's Office

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

THE CITY OF CHICAGO, a municipal corporation,
Plaintiff,
v. *et al.*,
Defendant(s).

No. 13-00000000000000000000
Re: 7/2/13
Courtroom 11 3, Richard J. Daley Center

ORDER

This cause coming to be heard on the set call, the Court having jurisdiction over the subject matter and the below-named defendant(s), being fully advised in the premises, and having heard evidence and testimony:

IT IS HEREBY ORDERED THAT Defendant(s) _____

- Must personally appear before this Court on the next court date. Corporate entities must appear through an attorney.
- Must schedule and be present for an interior / exterior inspection of the entire premises before the next court date with the
 - Department of Buildings Health Department Fire Department
 - and an additional inspection _____ with plans and permits on site.
- Must correct the following violations in the complaint: _____ before the next court date or by _____.
- Must board and secure the _____ by _____.
- Shall be subject to a preliminary injunction not to rent, use, lease, or occupy the _____ and must keep the same vacant and secure until further order of court.
- Must keep the entire premises vacant and secure until further order of court.
- Must immediately post notice at all levels of the front / rear porch(es) and notify all tenants and occupants that the porch(es) are to be used for emergency exiting only and not for recreation or storage and maintain such notice until further order of court.
- _____

ADDITIONALLY, THAT:

- All prior orders shall continue in full force and effect until further order of court.
- An alias summons shall issue to: _____
- The following shall be joined as defendant(s) with summons waived / to issue _____
- The following defendants are dismissed without prejudice, no fines, no costs: _____
- Defendant(s) _____ has / have failed to appear in court or otherwise answer the Complaint and is / are in default, and the Complaint herein is confessed against said Defendant(s) and
 - an ex parte judgment in the amount of \$ _____ .00 plus court costs of \$ _____ .00 prove-up is continued for a total amount of \$ _____ .00 is entered against said Defendant(s). to a later date.
- City is granted immediate authority to enforce the \$ _____ default judgment entered on ____ / ____ / ____ against there being no just cause to delay enforcement.
- Unknown owners and nonrecord claimants and _____ having failed to appear in court or otherwise plead as of the publication default date of ____ / ____ / ____ is/are in default and the complaint is confessed against said Defendant(s).

This cause be continued for: case management / trial, settlement, or dismissal / hearing / jurisdiction.

IT IS FURTHER ORDERED THAT this cause be continued to ____ / ____ / ____ at ____ a.m. / p.m., Courtroom 11 _____, Richard J. Daley Center, 50 W. Washington St., Chicago, without further notice.

HEARING DATE: ____ / ____ / ____

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

Judge _____

Pink Copy for Defendant(s) (photocopy if required)

Yellow Copy for City of Chicago Department of Law

White Original for Court Records