

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES SECURITIES AND EXCHANGE COMMISSION,)	
)	
Plaintiff,	)	Civil Action No. 18-cv-5587
)	
v.	)	Judge John Z. Lee
)	
EQUITYBUILD, INC., EQUITYBUILD FINANCE, LLC, JEROME H. COHEN, and SHAUN D. COHEN,	)	Magistrate Judge Young B. Kim
)	
Defendants.)	
)	

**RECEIVER'S (1) ELEVENTH MOTION TO CONFIRM THE
SALE OF CERTAIN REAL ESTATE AND FOR THE AVOIDANCE OF
CERTAIN MORTGAGES, LIENS, CLAIMS, AND ENCUMBRANCES;
(2) MOTION TO APPROVE USE OF PROCEEDS FROM SALES
OF RECEIVERSHIP PROPERTY**

Kevin B. Duff, as receiver (“Receiver”) for the Estate of Defendants EquityBuild, Inc. (“EquityBuild”), EquityBuild Finance, LLC (“EquityBuild Finance”), their affiliates, and the affiliate entities of Defendants Jerome Cohen and Shaun Cohen (collectively, the “Receivership Defendants”), and pursuant to the powers vested in him by that certain Order Appointing Receiver entered on August 17, 2018 (Dkt. No. 16), as supplemented by that certain Order entered March 14, 2019 (Dkt. No. 290) and that certain Order entered February 21, 2020 (Dkt. No. 634), respectfully moves (i) for confirmation of the sale of 7237-43 South Bennett Avenue and for the avoidance of certain mortgages, liens, claims, and encumbrances (pp. 2-10); and (ii) for Court approval to use a portion of the proceeds from the sales of certain properties to pay third-parties obligations relating to those properties (pp. 11-17).

The Receiver intends to serve a copy of this motion (and the accompanying notice of motion) upon all interested parties of which he is currently aware by electronic mail, to the extent he possesses an e-mail address, or by regular mail if he possesses a mailing address but no e-mail address. The Receiver will use information obtained from EquityBuild's records, as well as communications received during the course of the Receivership, to ensure that contact information is as complete as reasonably possible. A copy of this consolidated motion will also be posted on the Receiver's webpage at <http://rdaplawnet.com/receivership-for-equitybuild>.

I. ELEVENTH MOTION TO CONFIRM THE SALE OF CERTAIN REAL ESTATE AND FOR THE AVOIDANCE OF CERTAIN MORTGAGES, LIENS, CLAIMS, AND ENCUMBRANCES

1. The Receiver respectfully moves for approval of the sale of the residential apartment building located at 7237-43 South Bennett Avenue, Chicago, Illinois 60649 ("7237-43 South Bennett") and for the avoidance of certain mortgages, liens, claims, and encumbrances.

2. To the extent that this motion makes reference to "secured" interests or "released" mortgages, those references are descriptive only and not intended as representations that the subject security instruments have been conclusively determined "secured" or "released." This motion takes no position with respect to the validity or priority of any encumbrance referenced herein, and the order in which any encumbrances are enumerated in the paragraphs that follow should not be construed as a finding or opinion regarding such issues.

This Court Authorized The Receiver To Sell Assets Owned By The Receivership Defendants.

3. The United States Securities and Exchange Commission filed this case against EquityBuild, EquityBuild Finance, Jerome Cohen, and Shaun Cohen alleging violations of Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. 240.10b-5, Section 20(a) of the Exchange Act, 15 U.S.C.

§78t(a), Sections 5(a) and 5(c) of the Securities Act of 1933 (the "Securities Act"), 15 U.S.C. §77e(a) and (c), and Section 17(a) of the Securities Act, 15 U.S.C. §§77q(a).

4. In its August 17, 2018 Order Appointing Receiver (Dkt. No. 16), the Court assumed exclusive jurisdiction over, and possession of, the assets of the Receivership Defendants.

5. In the Order Appointing Receiver, the Court conferred upon the Receiver (1) "all powers, authorities, rights and privileges" theretofore possessed by the principals of the Receivership Defendants under applicable state and federal law, as well as by the governing operating and shareholders' agreements, and (2) all powers and authority of a receiver at equity, as well as all powers conferred upon a receiver under 28 U.S.C. §§ 754, 959, and 1692, and FRCP 66. (Dkt. No. 16, ¶ 4)

6. The Court further authorized the Receiver to "take all necessary and reasonable actions to cause the sale" of "all real property in the Receivership Estate, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property." (*Id.*)

The Receiver Will Provide Fair, Adequate, And Sufficient Notice Of This Motion To All Interested Parties.

7. In addition to service through the Court's electronic case filing system, the Receiver intends to serve a copy of this motion (and the accompanying notice of motion) upon all interested parties of which he is currently aware by electronic mail (to the extent he possesses an e-mail address) or by regular mail if he possesses a mailing address but no e-mail address.

8. The Receiver will use information obtained from EquityBuild's records, as well as communications received during the course of the Receivership, to ensure that contact information is as complete as reasonably possible.

9. A copy of this motion will also be posted on the Receiver's webpage at <http://rdaplawnet.com/receivership-for-equitybuild>.

The Court Should Confirm The Public Sale Of A Multifamily Apartment Building In Chicago, Illinois Pursuant To 28 U.S.C. § 2002.

10. On April 18, 2018, the Receiver filed a Fourth Motion For Court Approval Of The Process For Public Sale Of Real Property By Sealed Bid (the "Fourth Motion"), and 7237-43 South Bennett was included within the scope of that motion. (Dkt. No. 327)

11. The Fourth Motion was granted by Order dated May 21, 2019 (Dkt. No. 378), subject, among other things, to the rights of lenders to credit bid for the properties securing their loans, provided they post a letter of credit in the amount of the bid if the Receiver identifies a *bona fide* dispute regarding the validity or priority of their security.

12. Pursuant to 28 U.S.C. § 2002, a public sale of realty may be made by notice published "once a week for four weeks prior to the sale in at least one newspaper regularly issued and of general circulation in the county, state or judicial district of the United States wherein the realty is situated."

13. Notice of the public sale of 7237-43 South Bennett was published in the Chicago Sun-Times on June 5, June 12, June 19, and June 26, 2019 and in the Chicago Daily Law Bulletin on June 6, June 12, June 19, and June 26, 2019. (See Certificates of Publication, Exhibit 1)

14. The Receiver, acting upon the advice of his real estate brokers at SVN Chicago Commercial LLC ("SVN Chicago"), as well his own retained professionals, asked \$700,000 for 7237-43 South Bennett.

15. After the property was toured by 21 interested parties, offers were submitted by seven prospective purchasers.

16. The Receiver then solicited, through SVN Chicago, best and final bids from the most competitive bidders, after which he accepted an offer in the amount of \$840,000 from Oppelli LLC, an offer that was not subject to a financing contingency. (A true and accurate copy of the Purchase and Sale Agreement is attached at Exhibit 2)

17. The Receiver was impeded in his effort to move for prompt confirmation of the sale, however, because Paper Street Realty LLC ("Paper Street") refused to execute a property manager's lien waiver (needed to convey insurable title) unless the Receiver first agreed to pay the claims of its affiliate, Rent Ready Apartments, for pre-appointment construction work performed at the property, as evidenced by the proof of claim attached at Exhibit 3.

18. The Receiver was unwilling to prioritize and pay Paper Street's unsecured pre-appointment claims to the detriment of the secured creditors and was therefore unable to secure a property manager's lien waiver, which, by extension, meant that the Receiver was unable to convey insurable title to 7237-43 South Bennett as required by the Purchase and Sale Agreement.

19. Efforts to resolve the dispute without judicial intervention were unsuccessful.

20. Meanwhile, during the week of September 7, 2020, the prospective purchaser toured the property and discovered that several dwelling units had sustained severe water damage caused by radiators that leaked after the boilers were activated during the previous winter – damage that did not exist at the time of the original property tour.

21. Accordingly, the prospective purchaser demanded a \$40,000 closing credit for radiator replacements, new flooring, and drywall and plaster repairs on as many as 22 ceilings.

22. Estimates for repairs subsequently obtained by the Receiver ranged from \$40,350 to \$76,350.

23. To resolve the matter and allow the sale to proceed, and in an effort to find the most cost effective result, the Receiver subsequently agreed to extend, and the prospective purchaser accepted, a \$20,000 closing credit in connection with the water damage, subject to Court approval.

24. Title to 7237-43 South Bennett is vested in EquityBuild, Inc. and clouded by the following encumbrance of record:

a. That certain Mortgage dated November 18, 2016, and recorded January 13, 2017 as Document No. 1701318126 made by EquityBuild, Inc. in favor of Pat Desantis, as to an undivided 5.13% interest; Wealth Builders 1, LLC, as to an undivided 2.56% interest; Bill Akins, as to an undivided 1.79% interest; Carolyn W. Wagnon, as to an undivided 0.77% interest; Vladimir Matviishin, doing business as Network Expert, as to an undivided 2.56% interest; Influx Investments, LLC, as to an undivided 2.56% interest; JDSKPS LLC, as to an undivided 7.69% interest; John Bloxham, as to an undivided 2.56% interest; iPlanGroup Agent for Custodian FBO Paula Levand IRA, as to an undivided 2.31% interest; Weeks Property Solutions 401(k) Plan, as to an undivided 2.56% interest; Duane Young, as to an undivided 1.54% interest; Alton P. Motes & Vicki Elaine Washburn JTWROS, as to an undivided 1.79% interest; Scott H. Eaton, as to an undivided 2.56% interest; iPlanGroup Agent for Custodian FBO William Jack Needham IRA Account #3300944, as to an undivided 1.79% interest; Shelton Family Trust, as to an undivided 0.77% interest; iPlanGroup Agent for Custodian FBO Jacqueline C. Rowe IRA, as to an undivided 3.08% interest; Teton Equity Group, LLC, as to an undivided 5.13% interest; CAMA SDIRA, LLC FBO Bill Akins IRA, as to an undivided 5.13% interest; Coleman Scheuller, as to an undivided 2.05% interest; Vartan Tarachyan, Trustee for defined Benefits Pension Plan and 401K Plan, as to an undivided 1.03% interest; iPlanGroup Agent

for Custodian FBO Jason Burke Ragan IRA Account # 3300445 1.31% interest; Paul S. Scribner Revocable Trust dated, May 15, 2003, as to an undivided 2.56% interest; Larry J. Eggenberger, as to an undivided 2.56% interest; iPlanGroup Agent for Custodian FBO James Sullivan IRA, as to an undivided 1.54% interest; iPlanGroup Agent for Custodian FBO Ed Bancroft IRA Acct. No. 3320329, as to an undivided 0.67% interest; John and Cynthia Braden, as to an undivided 2.56% interest; Optima Property Solutions, LLC, as to an undivided 3.33% interest; Annie Chang, as to an undivided 0.41% interest; Steven Bald, as to an undivided 3.08% interest; Hang Zhou and Lu Dong, as to an undivided 2.56% interest; Quest IRA Inc. FBO Francis Webb IRA #1437711, as to an undivided 0.62% interest; Wisemove Properties, LLC, as to an undivided 10.26% interest; Rita Aken, as to an undivided 1.28% interest; iPlanGroup Agent for Custodian FBO 3300593 IRA, as to an undivided 0.04% interest; iPlanGroup Agent for Custodian FBO 3320834, Roth IRA, as to an undivided .55% interest; Quest IRA Inc. FBO Mona Leonard Roth IRA #26920-21, as to an undivided 10.26% interest; James Sullivan, as to an undivided 1.03% interest; EquityBuild, Inc., as to an undivided 0.0001% interest, to secure a note in the originally stated principal amount of \$1,950,000.00, and to the terms and conditions thereof.

25. Paragraphs 32 and 33 of the Order Appointing Receiver prohibit the filing or prosecution of any civil proceedings against the Receiver or any Receivership properties, and thus operate as an automatic stay of any claim for work performed by the property manager at or for the benefit of 7237-43 South Bennett at the request of EquityBuild or the Receiver.

26. In the bankruptcy context, efforts to convert an unsecured prepetition claim into a secured claim by perfecting a lien against property of the estate have been interpreted as acts that

violate an automatic stay. *See, e.g., Redmond v. Fifth Third Bank*, 624 F. 3d 793, 800 (7th Cir. 2010).

27. By refusing to deliver a post-appointment property manager's lien waiver unless the Receiver prioritizes and pays its unsecured pre-appointment claims, Paper Street has already violated the automatic stay and the Order Appointing Receiver, and, moreover, any attempt to record a lien for post-appointment property management fees would also run afoul of the automatic stay. *See, e.g., In re Grede Foundries, Inc.*, 651 F. 3d 786, 790-91 (7th Cir. 2011); *see* Order Appointing Receiver, Dkt. No. 16, ¶ 17(B) (persons with notice of the Order Appointing Receiver are prohibited from “exercise[ing] any form of set-off, alleged set-off, lien, or any form of self-help whatsoever”); *see also id.* ¶ 29(A)&(C) (persons with notice of the Order Appointing Receiver are prohibited from “creating or enforcing a lien upon any Receivership Assets” and from enforcing a claim against any Receivership Assets or attempting to accelerate any indebtedness affecting any Receivership Asset).

28. Nonetheless, the company that the Receiver has engaged to insure title to 7237-43 South Bennett will not delete from its title commitment a special exception for property management liens that may be recorded subsequent to the closing, absent an order of this Court expressly authorizing the Receiver to convey the property free and clear of any such liens.

29. Amounts due to Paper Street associated with post-receivership services have been or will be paid to Paper Street at or prior to the closing, and amounts for pre-receivership services for which Paper Street or Rent Ready Apartments have submitted a claim may still be adjudicated within the claims process.

30. Accordingly, the Receiver respectfully requests that the Court confirm the sale of 7237-43 South Bennett through an order authorizing the sale of the property free and clear of any

lien recorded or asserted by Paper Street in connection with work performed or allegedly performed at or for the benefit of the property at the request of EquityBuild.

The Receiver Will Pay Certain Transaction Costs Associated With The Conveyance Of 7237 South Bennett.

31. At the closing of the sale of 7237-43 South Bennett, certain costs and expenses will be paid from the sale proceeds, including, but not limited to (1) the cost of a survey, (2) the premiums associated with the delivery of policies of owner's title insurance, (3) the cost of state, local, and municipal transfer taxes, (4) the closing (or escrow) fee assessed by the title company, and (5) a series of ancillary and customary charges relating to, among other things, the need to procure a full payment water certificate from the City of Chicago, the Receiver's obligation to deliver ALTA commercial extended title insurance coverage, closing protection coverage, wire transfer fees (associated with the transfer of sales proceeds to a receivership bank account), expediting fees, a gap risk update, and state regulatory fees.

32. To convey clear title to the property, the Receiver will also be required to (1) pay all past due or currently pending water charges and delinquent Cook County property taxes, (2) extend credits in connection with prospective 2020 (and potentially 2021) Cook County property tax liability, and (3) pay a sales commission to SVN Chicago equal to 4.5% of the first \$1,000,000 in sales price, or \$33,600.

33. Finally, Andrew E. Porter, an attorney for the Receiver, serves as an agent for the title company through which the sale of 7237-43 South Bennett will close and will therefore receive an agency fee in the amount of \$2,444.00 for the title examination work performed in connection with the proposed conveyance, subject to increase if the buyer's acquisition lender requires one or more title insurance endorsements.

34. The Receiver intends to reduce the fee application ultimately submitted to the Court in connection with the corresponding asset disposition work in an amount equal to the agency fee being paid to Mr. Porter.

The Receiver Will Segregate And Hold The Sales Proceeds In Separate Sub-Accounts.

35. Pending the completion of the claims process and a to-be-approved distribution plan, the proceeds from the sale of 7237-43 South Bennett will be held in a separate subaccount established by the Receiver (and for which the Receiver will maintain an accounting as to all sums deposited therein) and will not be available to pay operating expenses of the Receivership, absent further order of Court. The inclusion of such amounts in a separate subaccount does not constitute an admission that any or all such amounts are subject to a valid security interest. The actual amount of sales proceeds in the subaccount to which the parties claiming the secured interest are entitled will be subject to determination through the claims process. The Receiver reserves all rights to seek a transfer of any such proceeds to the Receiver's operating account by subsequent Order of the Court.

WHEREFORE, the Receiver respectfully requests that this Court grant the Eleventh Motion To Confirm The Sale Of Certain Real Estate And For The Avoidance Of Certain Mortgages, Liens, Claims, And Encumbrances by entering an order in the form attached at Exhibit 12 approving the sales of 7237-43 South Bennett free and clear of the mortgages, liens, claims, and encumbrances identified herein, and with all such mortgages, liens, claims, and encumbrances attaching to the sales proceeds with the same force, validity, status, and effect, if any, as they had against the property prior to the sale.

II. MOTION TO APPROVE USE OF PROCEEDS FROM SALES OF RECEIVERSHIP PROPERTY

36. The Receiver hereby moves for the Court's approval to use a portion of the segregated proceeds from the sale of receivership properties to satisfy the following indebtedness:

- to use a portion of the proceeds from the sales the properties located at (1) 7749 S Yates, (2) 8201 S Kingston, (3) 8047-55 S Manistee, and (4) 7051 S Bennett in order to pay outstanding accounts payable balances to the prior manager of those properties, WPD Management;
- to use a portion of the proceeds from the sale of the property located at 431 E 42nd Place to pay a \$660 judgment entered by the City of Chicago Department of Administrative Proceedings; and
- to use a portion of the proceeds from the sale of 4520 S. Drexel to pay an insurance deductible in the amount of \$25,000.

In support of his motion, Receiver states as follows:

The Receiver Seeks Approval To Pay Property Manager, WPD Management, the Accounts Payable Balance on Certain Sold Properties

7749 S. Yates

37. On April 18, 2019, the Receiver sought judicial approval to market and sell the real property and improvements located at 7749-59 S. Yates, Chicago, Illinois 60649 (the "Yates Property") (Dkt. No. 329), and the Court granted that motion on May 22, 2019 (Dkt. No. 3382).

38. The Receiver accepted a purchase and sale contract for the conveyance of the Yates Property on October 17, 2019, and moved to confirm the prospective sale on January 24, 2020 (Dkt. No. 618).

39. The Court granted the motion to confirm the sale on February 21, 2020 (Dkt. No. 632), and the Receiver closed on its conveyance of the Yates Property on April 22, 2020, with net sales proceeds of \$785,629.17 thereafter deposited into a property-specific account.

40. WPD Maintenance advanced \$16,000 to the Yates Property to provide funds for the upkeep of the property that has not been reimbursed. Funds spent on the upkeep of this property

included an administrative hearing fine, pest control, janitorial expense, maintenance repair (gas line), and refuse collection, electric and gas. Post-closing utility refunds served to reduce the balance owed. (See Yates Property Financial Statement, Exhibit 4) Following post-sale reconciliation of the \$5,947.32 balance in the property manager's reserve for the Yates Property (*id.*), the property manager is still owed a balance of \$10,052.68.

41. The current balance (as of November 30, 2020) of the account established to hold the proceeds from the sale of the Yates property is \$647,278.56.

8201 S Kingston

42. On April 18, 2019, the Receiver sought judicial approval to market and sell the real property and improvements located at 8201 S Kingston, Chicago, Illinois 60617 (the "Kingston Property") (Dkt. No. 329), and the Court granted that motion on May 22, 2019 (Dkt. No. 382).

43. The Receiver accepted a purchase and sale contract for the conveyance of the Kingston Property on October 14, 2019, and moved to confirm the prospective sale on January 24, 2020 (Dkt. No. 618).

44. The Court granted the motion to confirm the sale on April 1, 2020 (Dkt. No. 680), and the Receiver closed on its conveyance of the Kingston Property on May 21, 2020, with net sales proceeds of \$313,377.74 thereafter deposited into a property-specific account.

45. WPD Maintenance advanced \$7,000 to the Kingston Property account to provide funds for the upkeep of the property that has not been reimbursed. Funds spent on the upkeep of this property included janitorial, gas, electric, property management fees, landscaping, pest control and refuse collection. . (See Kingston Property Financial Statement, Exhibit 5) Following post-sale reconciliation of the \$2,072.86 balance in the property manager's reserves account for the Kingston Property (*id.*), the property manager is still owed a balance of \$4,927.14.

46. The current balance (as of November 30, 2020) of the account established to hold the proceeds from the sale of the Kingston property is \$279,089.79.

8047 S Manistee

47. On April 18, 2019, the Receiver sought judicial approval to market and sell the real property and improvements located at 8047 S Manistee, Chicago, Illinois 60617 (the "Manistee Property") (Dkt. No. 325), and the Court granted that motion on May 21, 2019 (Dkt. No. 378).

48. The Receiver accepted a purchase and sale contract for the conveyance of the Manistee Property on July 1, 2019, and moved to confirm the prospective sale on November 18, 2019 (Dkt. No. 579).

49. The Court granted the motion to confirm the sale on January 17, 2020 (Dkt. No. 616), and the Receiver closed on its conveyance of the Manistee Property on February 5, 2020, with net sales proceeds of \$867,858.48 thereafter deposited into a property-specific account.

50. WPD Maintenance advanced \$3,000 to the Manistee Property to provide funds for the upkeep of the property that has not been reimbursed.¹ Funds spent on the upkeep of this property included maintenance/repair (door and intercom), eviction fees, janitorial, security service, gas and electricity. . (See Manistee Property Financial Statement, Exhibit 6) The amount reimbursable to the property manager for the Manistee Property is \$3,000.

51. The current balance (as of November 30, 2020) of the account established to hold the proceeds from the sale of the Manistee property is \$806,616.99.

¹ The property manager distributed \$1,179.87 to the Receiver in June, 2020 without realizing there was a \$3,000 AP balance on the account. Those funds are held in the Receiver's account for this property. See Dkt. No. 757, Ex. 3.

7051 S Bennett

52. On January 24, 2020, the Receiver sought judicial approval to market and sell the real property and improvements located at 7051 S Bennett Avenue, Chicago, Illinois 60649 (the "Bennett Property") (Dkt. No. 618), and the Court granted that motion in relevant part on April 1, 2020 (Dkt. No. 681).

53. The Receiver accepted a purchase and sale contract for the conveyance of the Bennett Property on June 19, 2020, and moved to confirm the prospective sale on July 24, 2020 (Dkt. No. 749).

54. The Court granted the motion to confirm the sale on September 14, 2020 (Dkt. No. 802, amended), and the Receiver closed on its conveyance of the Bennett Property on September 23, 2020, with net sales proceeds of \$482,797.05 thereafter deposited into a property-specific account.

55. WPD Maintenance advanced \$3,000 to the Manistee Property to provide funds for the upkeep of the property that has not been reimbursed.² Funds spent on the upkeep of this property included maintenance/repair (door and intercom), eviction fees, janitorial, security service, gas and electricity. . (See Manistee Property Financial Statement, Exhibit 7) Following post-sale reconciliation of the \$5,947.32 balance in the property manager's reserve for the Bennett Property (*id.*), the property manager is owed a balance of \$8,690.47.

56. The current balance (as of November 30, 2020) of the account established to hold the proceeds from the sale of the Bennett Property is \$482,929.34

² The property manager distributed \$1,179.87 to the Receiver in June, 2020 without realizing there was a \$3,000 AP balance on the account. Those funds are held in the Receiver's account for this property. See Dkt. No. 757, Ex. 3.

The Receiver Seeks Approval To Pay Municipal Judgment from the Subaccount Holding the Proceeds from the Sale of 431 E. 42nd Place.

57. On October 30, 2020, this Court granted the Receiver's motion to confirm the sale of the Receivership property located at 431 E 42nd Place (Dkt. No. 842). The Receiver closed the conveyance of that property on November 5, 2020 and \$59,375.71 net sales proceeds were thereafter transferred to the separate property-specific subaccount established by the Receiver. Pursuant to the Court's order, the funds in that account shall not be available to pay for any expense or distribution absent order of the Court. *Id.* ¶ 9.

58. In or about July, 2019, the City of Chicago Department of Streets and Sanitation issued three notices of ordinance violations and hearings regarding municipal code violation citations against the vacant lot located at 431 E. 42nd Place, Chicago, Illinois. The Receiver was not served with the violation notices, nor did he otherwise become aware of the violations before the date that they were scheduled for administrative hearings.

59. On September 26, 2019, the City of Chicago Department of Administrative Hearings entered judgments of default in the following amounts, inclusive of costs: (a) in Case No. 19DS51017L in the amount of \$1,240.00, (b) in Case No. 19DS51095L in the amount of \$1,840.00, and (c) in Case No. 19DS151120L in the amount of \$1,840.00. (See Group Exhibit 8 hereto)

60. After entering a contract for the sale of the property located at 431 E. 42nd Place, the Receiver became aware of and moved to set aside the orders of default. The Department of Administrative Hearings for the City of Chicago set a hearing on Receiver's motion on November 20, 2020, which was after the closing of the sale of the property on November 5, 2020. Following the property's sale, the Receiver was able to negotiate a resolution with the City whereby the motion to set aside the three default judgments was granted, a penalty in the amount of \$600.00

plus \$60.00 administrative costs was assessed in Case No. 19DS51095L, and the other two cases were nonsuited. (See 11/18/20 Judgment orders attached as Group Exhibit 9)

61. Wherefore, the Receiver requests approval to pay this \$660.00 municipal judgment from segregated subaccount holding proceeds from the sale of 431 E 42nd Place. The current balance (as of November 30, 2020) of that account is \$59,375.71.

The Receiver Seeks Approval To Pay An Insurance Deductible from the Subaccount Holding the Proceeds from the Sale of 4520 S. Drexel Avenue

62. On May 2, 2019, this Court granted the Receiver's motion to confirm the sale of the Receivership property located at 4520 S Drexel Ave. (Dkt. No. 351). The Receiver closed the conveyance of that property on May 21, 2020 and \$5,814,278.91 net sales proceeds were thereafter transferred to the separate property-specific subaccount established by the Receiver.

63. On or about August 7, 2019, the Receiver received notice that property manager WPD Management had been served with a claim and notice of attorney's lien with respect to an alleged injury that a tenant of 4520 S. Drexel Avenue had allegedly sustained at the property. (Exhibit 10)

64. A claim was submitted on the property's insurance policy maintained by Receiver, which covers the defense of claims against property managers acting on behalf of the Receiver.

65. On or about September 2, 2020, the insurance company notified the Receiver that it had settled the claim and paid the settlement, resulting in a \$25,000.00 deductible payment owed by the Estate. (Exhibit 11)

WHEREFORE, the Receiver respectfully requests that this Court grant his Motion To Approve Use Of Proceeds From Sale Of Receivership Property, and enter an order in the form attached as Exhibit 13 authorizing the Receiver to withdraw funds from the following segregated subaccounts for the following purposes: (1) in the amount of \$10,052.68 from the Yates Property

account to pay the outstanding accounts payable to property manager WPD Management, (2) in the amount of \$4,927.14 from the Kingston Property account to pay the outstanding accounts payable to property manager WPD Management, (3) in the amount of \$3,000 from the Manistee Property account to pay the outstanding accounts payable to property manager WPD Management, (4) \$8,690.47 from the Bennett property account to pay the outstanding accounts payable to property manager WPD Management; (5) in the amount of \$660.00 from the 431 E 42nd Place account to pay the outstanding administrative judgment entered in Dkt. No. 19DS51095L; and (6) in the amount of \$25,000.00 from the Drexel Property account to pay the insurance deductible to Cincinnati Insurance Company.

Dated: December 14, 2020

Kevin B. Duff, Receiver

By: /s/ Michael Rachlis
Michael Rachlis
Jodi Rosen Wine
Rachlis Duff & Peel LLC
542 South Dearborn Street, Suite 900
Chicago, IL 60605
Phone (312) 733-3950
mrachlis@rdaplawn.net

EXHIBIT 1

CERTIFICATE OF PUBLICATION

Case No. 1:18-CV-05587

21-30-410-002-0000

LAW BULLETIN MEDIA

does hereby certify that it is the publisher

CHICAGO DAILY LAW BULLETIN

that said **CHICAGO DAILY LAW BULLETIN** is a secular newspaper that has been published **DAILY** in the city of Chicago, County of Cook, State of Illinois, continuously for more than one year prior to the first date of publication of the notice, appended, that it is of general circulation throughout said County and state, that it is a newspaper as defined in "An Act to revise the law in relation to notices," as amended, Illinois Compiled Statutes (715 ILCS 5/1 & 5/5), and that the notice appended was published in the said **CHICAGO DAILY LAW BULLETIN** on Jun 6, 12, 19, 26, 2019. The notice was also placed on the statewide public notice website as required by 715 ILCS 5/2.1.

In witness thereof, the undersigned has caused this certificate to be signed and its corporate seal affixed at Chicago, Illinois.

June 26, 2019

LAW BULLETIN MEDIA

By _____



NOTICE OF PUBLIC SALE OF REAL ESTATE

Kevin B. Duff, Receiver for the Estate of EquityBuild, Inc., EquityBuild Finance, LLC, their affiliates, and the affiliate entities of Defendants Jerome Cohen and Shaun Cohen in the action styled U.S. Securities and Exchange Commission v. EquityBuild, Inc., et al., Civil Action No. 1:18-cv-05587, in the United States District Court for the Northern District of Illinois, Eastern Division, gives notice of his intent to sell the following real properties by sealed bid public sale:

2909-19 E. 78 Street, Chicago, IL 60649 (PIN 21-30-410-002-0000)

701 S. 5th Avenue / 414 Walnut, Maywood, IL 60153 (PIN 15-11-344-001-0000)

3030 E. 79th Street, Chicago, IL 60649 (PINS 21-30-416-014-0000; 21-30-416-015-0000; 21-30-416-016-0000)

7301-09 S. Stewart Avenue, Chicago, IL 60621 (PIN 20-28-216-001-0000)

8047-55 S. Manistee Avenue, Chicago, IL 60617 (PIN 21-31-115-016-0000)

5955 S. Sacramento Avenue, Chicago, IL 60629 (PIN 19-13-304-023-0000)

6001 S. Sacramento Avenue, Chicago, IL 60629 (PIN 19-13-312-001-0000)

7237-43 S. Bennett, Chicago, IL 60649 (PIN 20-25-120-009-0000)

7834-44 S. Ellis Avenue, Chicago, IL 60649 (PIN 20-26-320-029-0000)

7026-42 S. Cornell Avenue, Chicago, IL 60649 (PINS 20-24-323-033-0000; 20-24-323-034-0000)

Offers may be made on a cash basis or subject to a financing contingency, in either case by completing the form Purchase And Sale Agreement to be supplied by the Seller, accompanied by a proof of funds, and delivered to Jeffrey Baasch ("Broker"), SVN Commercial Real Estate, 940 West Adams, Suite 200, Chicago, IL 60607, jeffrey.baasch@svn.com, by no later than 5:00 p.m. CST on June 27, 2019. Offers must be transmitted to the Broker by e-mail or enclosed in a sealed envelope and delivered by U.S. mail, by nationally-recognized overnight courier, or by hand. Untimely and non-conforming offers may be rejected at the sole discretion of the Broker. The seller strongly recommends that prospective purchasers pre-qualify for financing prior to submitting an offer. No liability shall attach to the seller, the broker, or any other party for failure to receive or open any offer.

The winning bidder, if not a credit bidder, will be required to make an earnest money deposit in an amount equal to ten percent (10%) of the purchase price by wiring the funds to a designated title company within three (3) business days after acceptance of the Purchase And Sale Agreement. Property tours will be available to all bidders at scheduled times, and the properties may also be shown by appointment. The properties are being sold "as-is," with all faults, as of the closing date. The closing shall be held within fifteen (15) days after judicial approval of the Receiver's motion to approve the corresponding sale, which motion will be filed as soon as practicable following the Seller's acceptance of the contract submitted by the winning bidder. The Receiver reserves the right to reject any and all offers to purchase any of the properties being offered for sale.

The Receivership court afforded all lenders a right to make a credit bid on any property against which they hold a mortgage lien. (Docket No. 351) Special procedures regarding credit bids will be made available upon request.

Bidders must comply with the "Sealed Bid Public Sale of Real Estate Terms and Conditions" which have been approved in the Civil Action, a copy of which may be obtained upon request to the Receiver's Broker at: SVN Commercial Real Estate, Attn: Jeffrey Baasch, 940 West Adams, Suite 200, Chicago, IL 60607, jeffrey.baasch@svn.com.
LTS3122857
Jun 6, 12, 19, 26, 2019

RACHLIS DUFF PEEL & KAPLAN, LLC

NOTICE OF PUBLIC SALE OF REAL ESTATE Kevin B. Duff, F

Chicago Sun-Times

Certificate of Publication

ADORDERNUMBER: 0001086613-01

PO NUMBER:

AMOUNT: 450.00

NO OF AFFIDAVITS: 1

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, PI.

Note: NOTICE appeared in the following checked positions.

PUBLICATION DATE(S): 06/05/2019, 06/12/2019, 06/19/2019, 06/26/2019

Chicago Sun-Times

NOTICE OF PUBLIC SALE OF REAL ESTATE

Kevin B. Duff, Receiver for the Estate of EquityBuild, Inc., EquityBuild Finance, LLC, their affiliates, and the affiliate entities of Defendants Jerome Cohen and Shaun Cohen in the action styled U. S. Securities and Exchange Commission v. EquityBuild, Inc., et al., Civil Action No. 1:18-cv-05587, in the United States District Court for the Northern District of Illinois, Eastern Division, gives notice of his intent to sell the following real properties by sealed bid public sale:

2909-19 E. 78 Street, Chicago, IL 60649 (PIN 21-30-410-002-0000)

701 S. 5th Avenue / 414 Walnut, Maywood, IL 60153 (PIN 15-11-344-001-0000)

3030 E. 79th Street, Chicago, IL 60649 (PINS 21-30-416-014-0000; 21-30-416-015-0000; 21-30-416-016-0000)

7301-09 S. Stewart Avenue, Chicago, IL 60621 (PIN 20-28-216-001-0000)

8047-55 S. Manistee Avenue, Chicago, IL 60617 (PIN 21-31-115-016-0000)

5955 S. Sacramento Avenue, Chicago, IL 60629 (PIN 19-13-304-023-0000)

6001 S. Sacramento Avenue, Chicago, IL 60629 (PIN 19-13-312-001-0000)

7237-43 S. Bennett, Chicago, IL 60649 (PIN 20-25-120-009-0000)

7834-44 S. Ellis Avenue, Chicago, IL 60649 (PIN 20-26-320-029-0000)

7026-42 S. Cornell Avenue, Chicago, IL 60649 (PINS 20-24-323-033-0000; 20-24-323-034-0000)

Offers may be made on a cash basis or subject to a financing contingency, in either case by completing the form Purchase And Sale Agreement to be supplied by the Seller, accompanied by a proof of funds, and delivered to Jeffrey Baasch ("Broker"), SVN Commercial Real Estate, 940 West Adams, Suite 200, Chicago, IL 60607, jeffrey.baasch@svn.com, by no later than 5:00 p.m. CST on June 27, 2019. Offers must be transmitted to the Broker by e-mail or enclosed in a sealed envelope and delivered by U.S. mail, by nationally-recognized overnight courier, or by hand. Untimely and non-conforming offers may be rejected at the sole discretion of the Broker. The seller strongly recommends that prospective purchasers pre-qualify for financing prior to submitting an offer. No liability shall attach to the seller, the broker, or any other party for failure to receive or open any offer.

The Receivership court afforded all lenders a right to make a credit bid on any property against which they hold a mortgage lien. (Docket No. 351) Special procedures regarding credit bids will be made available upon request.

The winning bidder, if not a credit bidder, will be required to make an earnest money deposit in an amount equal to ten percent (10%) of the purchase price by wiring the funds to a designated title company within three (3) business days after acceptance of the Purchase And Sale Agreement. Property tours will be available to all bidders at scheduled times, and the properties may also be shown by appointment. The properties are being sold "as-is," with all faults, as of the closing date. The closing shall be held within fifteen (15) days after judicial approval of the Receiver's motion to approve the corresponding sale, which motion will be filed as soon as practicable following the Seller's acceptance of the contract submitted by the winning bidder. The Receiver reserves the right to reject any and all offers to purchase any of the properties being offered for sale.

Bidders must comply with the "Sealed Bid Public Sale of Real Estate Terms and Conditions" which have been approved in the Civil Action, a copy of which may be obtained upon request to the Receiver's Broker at: SVN Commercial Real Estate, Attn: Jeffrey Baasch, 940 West Adams, Suite 200, Chicago, IL 60607, jeffrey.baasch@svn.com.

6/5, 6/12, 6/19, 6/26/19 #1086613

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

by

Pamela D. Henson
Account Manager - Public Legal Notices

This 26th Day of June 2019 A.D.

RACHLIS DUFF PEEL & KAPLAN, LLC
542 S DEARBORN ST, STE 900
ATTN: NICOLE MIRJANICH
CHICAGO, IL 60605

EXHIBIT 2

PURCHASE & SALE AGREEMENT

This Purchase & Sale Agreement ("Agreement") is made by and between the court-appointed federal equity receiver for EquityBuild, Inc. ("Seller") pursuant to that certain Order Appointing Receiver entered August 17, 2018, in the case captioned *United States Securities and Exchange Commission v. EquityBuild, Inc., et al.*, United States District Court for the Northern District of Illinois, Eastern Division, Civil Action No. 1:18-cv-05587 (the "SEC Action"), and OPPELLIE, LLC ("Buyer") for the purchase and sale of that certain real property and all fixtures, equipment, and personal property appurtenant thereto (the "Property") located at 7237 South Bennett Avenue, Chicago, Illinois 60649 and legally described as follows:

LOT 8 AND THE NORTH 40 FEET OF LOT 9 IN COMMISSIONER'S PARTITION OF LOTS 11, 13 TO 15, IN THE COUNTY CLERK'S DIVISION OF BLOCKS 6, 11, AND 14 IN G.W. CLARKE SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index No. 20-25-120-009-0000

* * *

TERMS AND CONDITIONS

The Seller agrees to sell the Property, and the Buyer agrees to purchase the Property, on the following terms and conditions:

1. **Purchase Price**. The purchase price for the Property shall be \$ 840,000.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price as follows:
 - a. An earnest money deposit (the "Earnest Money") in an amount equal to ten percent (10%) of the Purchase Price within three (3) business days following the date of acceptance of the Agreement by the Seller (the "Acceptance Date").
 - b. The balance of the Purchase Price, subject to any applicable credits and proration, at Closing.

[Note: If the Buyer desires to enter into this Agreement subject to a financing contingency, then Rider A should be completed. Otherwise, Rider A should be left blank.]

[Note: If the Buyer purports to hold a mortgage interest in the Property and tenders this Agreement in connection with a credit bid, then Rider B should be completed. Otherwise, Rider B should be left blank.]

2. **Earnest Money**. The Earnest Money shall be held by First American Title Company ("First American Title") in a segregated escrow account. In connection with said Earnest Money deposit, the Buyer shall execute and deliver to the Seller a copy of that certain strict joint order escrow agreement in the form attached hereto as Exhibit A.

3. **Court Approval.** As soon as practicable after the Acceptance Date, the Seller shall move before the Honorable John Z. Lee or any judge sitting in his stead or to whom he has made a referral in the SEC Action (the "Receivership Court") for approval of the sale of the Property pursuant to this Agreement. In the event that the Receivership Court does not issue the requisite approval, then the Agreement shall become null and void and all Earnest Money shall be promptly refunded to the Buyer.
4. **Escrow Closing.** This sale shall be closed through an escrow with First American Title in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by said title company. Payment of the Purchase Price and delivery of the receiver's deed shall be made through the escrow. The cost of the escrow shall be divided equally between the Buyer and the Seller unless the Buyer acquires the Property with financing, in which event that portion of the cost of the escrow relating to the financing shall be borne by the Buyer. Unless otherwise specified herein, all other closing costs shall be paid in accordance with custom for apartment investment sales transactions in Cook County, Illinois.
5. **Irrevocable Offer.** This Agreement when executed by the Buyer and delivered to the Seller shall constitute an irrevocable offer to purchase the Property until July 26, 2019 (the "Offer Expiration Date"). In the event that the offer is not accepted by the Seller before the Offer Expiration Date, then the offer shall be deemed withdrawn.
6. **Personal Property.** At Closing, the Seller shall tender to the Buyer a bill of sale for the personal property appurtenant to the Property (the "Personal Property") warranting only that Seller is the absolute owner of said Personalty, that said Personalty is free and clear of all liens, charges, and encumbrances, and that the Seller has the full right, power, and authority to sell said Personalty and to deliver the bill of sale. The Seller shall neither make nor adopt any warranty whatsoever with respect to the Personal Property and shall specifically disclaim any implied warranty of merchantability or fitness for a particular purpose. The price of the Personal Property shall be included in the Purchase Price, and the Buyer agrees to accept all such Personal Property in "as is" condition.
7. **The Closing Date.** The closing shall be held on a date (the "Closing Date") to be designated by the Seller after the Receivership Court approves the sale of the Property pursuant to this Agreement, provided, however, that the Buyer shall be entitled to five business days' advance Notice of the Closing Date.
8. **Conveyance of Title.** At Closing, the Seller shall convey title to the Property by a recordable form receiver's deed subject only to (a) general real estate taxes not yet due and payable at the time of Closing; (b) covenants, conditions, restrictions, or building lines and easements of record, if any; (c) public and utility easements; (d) applicable zoning and building laws and ordinances; (f) acts done by or suffered through Buyer or anyone claiming by, through, or under Buyer; (g) governmental actions or proceedings concerning the Property; and (h) encroachments of a minor nature, if any, that can be insured over at closing (the "Permitted Exceptions"). The Seller agrees to surrender possession of the Property at the time of Closing.

9. **Commitment For Title Insurance.** Within ten (10) business days after the Acceptance Date, the Seller shall deliver to the Buyer evidence of merchantable title by delivering a commitment for title insurance with extended coverage from First American Title in the amount of the Purchase Price with a commitment date not earlier than June 1, 2019, subject only to general exceptions, the Permitted Exceptions, and exceptions pertaining to liens or encumbrances of a definite and ascertainable amount which may be removed by the payment of money by Seller, endorsed over by First American Title at the Seller's sole expense, or which will be extinguished by order of the Receivership Court. Such title commitment shall be conclusive evidence of good and merchantable title, subject only to the foregoing exceptions. If the commitment for title insurance discloses title exceptions other than the general exceptions, Permitted Exceptions, exceptions waivable through the payment of money or the issuance of an endorsement, or exceptions to be extinguished by Receivership Court order, the Seller shall have thirty (30) calendar days from the Closing Date to cure, or insure over, the unpermitted exceptions and the Closing shall be postponed until said unpermitted exceptions are cured or insured over. If the Seller fails to timely secure the removal of the unpermitted exceptions or obtain an endorsement insuring over the unpermitted exceptions, the Purchaser may terminate this Contract with a full refund of Earnest Money upon Notice to the Seller within ten (10) business days after the expiration of the thirty (30) day period. In such event, this Agreement shall become null and void and neither party shall thereafter have any rights against the other, and the Seller may not be held liable for direct, indirect, incidental, or consequential damages.

10. **Survey.** At least five (5) business days prior to the Closing Date, the Seller shall provide the Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of Closing, indicating the present location of all improvements. If the Buyer or the Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at the Buyer's expense.

11. **Assignment And Assumption Of Leases.** At Closing, the Seller shall deliver to the Buyer, and the Seller and Buyer shall execute, an assignment and assumption of leases (in the form attached hereto as Exhibit B) pursuant to which the Seller shall convey all right, title, and interest in and to any leases in effect at the Property to the Buyer, and the Buyer shall agree to assume all of the Seller's obligations under said leases.

12. **Prorations.** Prepaid service contracts and other similar items shall be credited ratably at Closing. Any and all rents collected from or on behalf of tenants until the date of the Closing shall be applied by the Seller first to past due balances and then to currently scheduled monthly rent. Each tenant's scheduled monthly rent shall then be prorated for the month of Closing. To the extent that any tenant has paid all rent through and including the month prior to the Closing, then all additional rent received from such tenant shall be applied by the Seller first to rent for the period between the first day of the month in which the Closing occurs and the date of the Closing, and the balance of said rent, if any, shall be paid to the Buyer. Any and all rents that remain delinquent as of the Closing Date shall belong to the Buyer upon collection. Notwithstanding the foregoing, real estate taxes associated with the ownership of the Property

shall be prorated as of the Closing Date based on 105% of the most recently ascertainable tax bill.

13. **Inspection Period.** The Buyer acknowledges that it was afforded the opportunity to conduct a limited tour of the Property prior to submitting its offer. Within three (3) calendar days following the Acceptance Date, the Seller shall produce the following documents to the Buyer (the "Due Diligence Materials"):

- a. Current Rent Roll. A current rent roll for the Property generated by the management company.
- b. Utility Bills. Copies of all utility bills relating to the Property, to the extent available, for the twelve calendar months preceding the month of the Acceptance Date.
- c. Leases. Copies of all existing leases affecting the Property.
- d. Profit & Loss Statement. A current trailing twelve-month profit and loss statement reflecting all categories of operating income and expenses associated with the Property, as generated by the management company.
- e. Litigation Documents. Copies of documents, including notices of violation, orders, judgments, and other pleadings, pertaining to any known litigation or proceedings currently affecting the Property.

In addition, the Seller shall allow the Buyer reasonable access to the Property for twenty days from and after the Acceptance Date (the "Inspection Period") for the purpose of conducting an inspection of the major structural and mechanical components of the Property. A major structural or mechanical component shall be deemed to be in acceptable operating condition if it substantially performs the function for which it is intended, regardless of age, and does not pose a threat to health or safety. In the event that the Buyer possesses sound evidence that any major structural or mechanical component of the Property does not substantially perform the function for which it is intended, then the Buyer shall have the right to terminate this Agreement upon the delivery of Notice to the Seller on or before the conclusion of the Inspection Period, such notice to be accompanied by the relevant pages of an inspection report prepared by a licensed or certified inspector and identifying the defect justifying the termination. Upon receipt by the Seller of the notice of termination, this Agreement shall be considered null and void and the parties shall be discharged of any and all obligations hereunder (except those obligations which survive termination) and First American Title shall release the Earnest Money to the Buyer. In the event that the Buyer does not terminate the Agreement on or prior to the conclusion of the Inspection Period, the Property shall be considered accepted by the Buyer and the Earnest Money shall thereafter be non-refundable. In connection with its inspection of the Property, the Buyer shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from any and all liability, loss, cost, damage, or expense relating to its inspection of the Property, and shall repair any and all

damage arising from the inspection. These obligations shall survive termination of the Agreement.

14. **Entry Into Or Renewal Of Contracts & Material Changes.** Following the expiration of the Inspection Period, the Seller shall not without the prior written consent of the Buyer, said consent not to be unreasonably withheld, conditioned, or delayed, enter into or renew any service contract or lease affecting or concerning the Property. In addition, the Seller shall not make any material changes to the Property, perform or engage in any act, or enter into any agreement that materially changes the value of the Property or the rights of the Buyer relating to the Property.

15. **Material Destruction.** Risk of loss to the Property shall be borne by the Seller until title has been conveyed to Buyer. If, prior to Closing, a material portion of the Property shall be destroyed or materially damaged by fire or other casualty, then the Seller shall provide prompt notice of said fire or other casualty to the Buyer and this Agreement shall thereafter, at the option of the Buyer, exercised by Notice to the Seller within five (5) business days after receipt of notice of such material damage, be null and void, and all Earnest Money shall be refunded to the Buyer. Failure of the Buyer to provide timely notice shall constitute a waiver of the right to terminate.

16. **Condition Of Property.** The Buyer understands and agrees that the Property is being sold "as is" and "with all faults" and that neither the Seller nor any agent or attorney of the Seller, makes, or has made, any representation or warranty as to the physical condition or value of the Property or its suitability for the Buyer's intended use. The Seller has no obligation to repair or correct any alleged patent or latent defect at the Property, or to compensate the Buyer for any such defect, and, upon closing, the Buyer waives, releases, acquits, and forever discharges the Seller, and all of the Seller's agents and attorneys, to the maximum extent permitted by law, from any and all claims, actions, causes or action, demands, rights, liabilities, losses, damages, costs, or expenses, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or which may arise in the future on account of or in any way arising from or relating to any alleged patent or latent defect at the Property.

17. **Buyer Default.** The Buyer and Seller agree that it would be difficult to ascertain the actual damages to be suffered by the Seller in the event of a default by the Buyer and that the amount of the Earnest Money deposited by the Buyer hereunder constitutes the parties' reasonable estimate of the Seller's damages in the event of the Buyer's default, and that upon any such default not caused by the Seller, the Seller shall be entitled to retain the Earnest Money as liquidated damages, which shall constitute the Seller's sole and exclusive remedy in law or at equity in connection with said default.

18. **Seller Default.** In the event that the Seller shall fail to sell, transfer, and assign the Property to Purchaser in violation of the terms of this Agreement and/or fail to perform any other material obligation of Seller hereunder, then the Buyer may give Notice to the Seller specifying the nature of the default. The Seller shall thereafter have five (5) business days from receipt of said Notice, but in no event beyond the Closing Date, within which to cure the alleged

default. If the Seller fails to cure the default within the cure period, then the Buyer shall be entitled to the return of all Earnest Money and (a) to declare the Agreement null and void and sue for reasonable out-of-pocket expenses incurred in connection with this Agreement prior to the alleged default or (b) to sue for specific performance, the parties recognizing that the Property is unique and that the Buyer otherwise lacks an adequate remedy at law. In the latter event, the Buyer is advised that Section VIII of the Order Appointing Receiver entered in the SEC Action enjoins the filing or prosecution of all civil proceedings against the Receiver, in his capacity as Receiver, until further order of the court.

19. **Representations and Warranties.** As a material inducement to the Buyer to enter into this Agreement, the Seller hereby makes the following representations and warranties, each of which shall remain true and correct as of the Closing Date:

- a. The Seller has the full right, power, and authority to convey the Property to the Buyer as provided in this Agreement and to carry out its obligations hereunder. In addition, the individual executing this Agreement on behalf of the Seller has the legal right, power, and authority to bind the Seller to the terms hereof.
- b. The Seller will not take any action affecting title to the Property following the Acceptance Date.
- c. To the best of the Seller's knowledge, there are no actions, investigations, suits, or proceedings, pending or threatened, that affect the Property, or the ownership or operation thereof, other than the SEC Action and the following:

[None.]
- d. To the best of the Seller's knowledge, the Property is not in violation, nor has been under investigation for violation, of any federal, state, or local law, ordinance, or regulation regulating environmental conditions in, at, on, under, or about the Property, including but not limited to, soil and groundwater conditions.

20. **Notices.** All notices required or permitted under this Agreement shall be in writing and served by registered or certified United States mail, return receipt requested; nationally recognized overnight mail courier (signature required); or electronic mail (evidenced by competent and authentic proof of transmission). Any notices given to the Seller shall be delivered to the Seller's counsel, at the following physical or e-mail addresses:

Andrew E. Porter
Porter Law Office
853 North Elston Avenue
Chicago, Illinois 60614
andrew@andrewporterlaw.com

Michael Rachlis
Rachlis Duff Peel & Kaplan LLC
542 South Dearborn, Suite 900
Chicago, Illinois 60605
mrachlis@rdaplw.net

Any such notices or demands given to the Buyer shall be delivered to the Buyer's counsel, at the following address physical or e-mail addresses:

[CahillawCaci^{CSM}]
[]
[]
[]

21. **Like-Kind Exchange.** The Seller agrees to cooperate if the Buyer elects to acquire the Property as part of a like-kind exchange under Section 1031 of the Internal Revenue Code. The Buyer's contemplated exchange shall not impose upon the Seller any additional liability or financial obligation, and the Buyer agrees to hold the Seller harmless from any liability that might arise from such exchange. This Agreement is neither subject to nor contingent upon the Buyer's ability to dispose of its exchange property or to effectuate an exchange. In the event any exchange contemplated by the Buyer should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

22. **Real Estate Agents.** Purchaser represents and warrants that, other than Seller's Agent and Buyer's Agent, if any, no other putative real estate agent or broker was involved in submitting, showing, marketing, or selling the Property to the Buyer, and the Buyer agrees to indemnify and hold Seller, and its successors and assigns, harmless from and against any and all liability, loss, damages, cost, or expense, including reasonable attorneys' fees, arising from or relating to any claim for a commission, fee, or other form of payment or compensation asserted by a putative real estate agent or broker purporting to have procured the Buyer in connection with this Agreement.

23. **Foreign Investor Disclosure.** The Seller and the Buyer agree to execute and deliver any instrument, affidavit, or statement, and to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act and regulations promulgated thereunder. The Seller represents that the Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code.

24. **Merger.** This Agreement expresses the entire agreement of the parties and supersedes any and all previous agreements or understandings between them with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge the terms of this Agreement, and there are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. This Agreement may be modified only by a written instrument signed by the party to be charged.

15. **Responsibility** [faint text]

[faint text]

[faint text]

[faint text]

[faint text]

[faint text]

[faint text]

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

* * *

The undersigned Buyer hereby offers and agrees to purchase the Property upon the terms and conditions stated herein as of this 27th day of June, 2019. In addition, the individual signing below on behalf of the Buyer represents and warrants that s/he is authorized to execute this Agreement on behalf of the Buyer.

Buyer

[Jimmy Oppenheimer]

[]

[]

[]

[]

By: []

Its: [Owner / Manager]

Seller

KEVIN B. DUFF,
FEDERAL EQUITY RECEIVER FOR
EQUITYBUILD, INC.

Rachlis Duff Peel & Kaplan LLC
542 South Dearborn Street, Suite 900
Chicago, Illinois 60605
(312) 733-3390

[]

Acceptance Date: July 1, 2019

Buyer's Agent

[Jeffrey Baasch]

[SAME AS]

[]

[]

[]

Seller's Agent

Jeffrey Baasch
SVN Chicago Commercial
940 West Adams Street, Suite 200
Chicago, Illinois 60607
(312) 676-1866

RIDER A

_____ If the Buyer desires that the terms and provisions of this Rider be incorporated into the Purchase And Sale Agreement to which it is annexed, please initial this paragraph.

* * *

This Agreement is contingent upon the Buyer securing, no later than 21 days following the Acceptance Date (the "Financing Contingency Deadline"), a firm written mortgage commitment for a fixed or adjustable rate mortgage from an established multifamily residential mortgage lender in the amount of \$_____, at an interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed %____per annum, amortized over ____ years, payable monthly, with a loan origination fee not to exceed %____, plus appraisal and credit report fees, if any. If the Buyer is unable to secure a firm written mortgage commitment as described herein within the referenced time period, then the Buyer may terminate this Agreement with a full refund of Earnest Money by providing notice to the Seller prior to the expiration of the Financing Contingency Deadline. If the Buyer does not provide the requisite notice to the Seller as provided herein, then the Buyer shall be deemed to have waived this financing contingency, and this Agreement shall remain in full force and effect.

CASH. JSO
R

The Purchase Price shall be the amount of the credit bid submitted by the Buyer, and any requirement to make an earnest money deposit is deleted. Payment of the Purchase Price shall not be made through the escrow at closing.

In addition, the Buyer shall pay all closing costs approved by the Court, which may, subject to the Court's ruling, include, but not be limited to, owner's title insurance premiums, applicable transfer taxes, the survey invoice, property management fees accrued through the closing, due and unpaid real estate taxes, escrow fees, brokerage commissions, unpaid utilities, title commitment update fees, gap insurance premiums, State of Illinois policy fees, extended coverage premiums, the costs of closing protection coverage for the Seller, all other expenses required to be paid by the Seller at closing, all amounts advanced for the benefit of the Property which are required to be reimbursed and/or any amount required to discharge any Receiver's lien.

EXHIBIT A

STRICT JOINT ORDER ESCROW AGREEMENT



First American
Title Insurance Company

STRICT JOINT ORDER ESCROW AGREEMENT

Open Date: _____ Expected Release Date: _____ Escrow Number: _____

Property Address: 7237 South Bennett Avenue, Chicago, IL 60649

Deposit Amount: \$ 1070 Purpose: Earnest Money Repairs: _____
 Document(s) Held 76,000 Tax Escrow Other: _____

The above is hereby deposited with First American Title Insurance Company, as Escrowee (hereinafter referred to as the Escrowee) pursuant to this Strict Joint Order Escrow Agreement (hereinafter referred to as the Agreement). Said deposit shall be released and delivered by the Escrowee only upon the joint written order of the undersigned or their respective legal representatives or assigns.

Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings given by any other person or corporation, but the Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the Escrowee obeys or complies with any such order, judgment or decree of any court it shall not be liable to any party hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding the Agreement, to which the Escrowee is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, and reasonable attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and the undersigned agree to pay the Escrowee upon demand all such costs, fees and expenses so incurred, to the extent the funds deposited hereunder shall be insufficient to allow for such reimbursement.

In no case shall the above mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or order of court as aforesaid.

Interest, income or other benefits, if any, earned or derived from the funds deposited shall belong to the Escrowee. The Escrowee may deposit all funds received hereunder to one or more of its general accounts. The Escrowee shall be under no duty to invest or reinvest any funds, at any time, held by it pursuant to the terms of the Agreement.

Unless otherwise tendered, the Escrowee is authorized to pay an Escrow Fee in the amount of \$300.00, and thereafter a Maintenance Fee in the amount of \$200.00 (charged per annum beginning one year following the date of the Agreement) from the funds deposited in this escrow. The Escrowee also reserves the right to add applicable administration fees at its discretion.

Purchaser:	<u>[Signature]</u>	Seller:	<u>[Signature]</u>
Signed:	_____	Signed:	_____
Print Name:	<u>Jimmy Oppenheimer</u>	Print Name:	<u>Kevin B. Duff, Receiver</u>
Address:	<u>2230 N. Wayne Ave.</u>	Address:	<u>542 South Dearborn, Suite 900</u>
	<u>Chicago IL</u>		<u>Chicago, Illinois 60605</u>
Email:	<u>jimmy@oppeninvestments.net</u>	Email:	<u>kduff@rdaplawn.net</u>
Primary Phone:	<u>773 612 3520</u>	Primary Phone:	<u>(312) 733-3390</u>
Alternate Phone:	<u>312 209-1700</u>	Alternate Phone:	_____
Primary Contact (if other than above):	<u>JUST ELLIOT</u>		

Accepted: First American Title Insurance Company, Escrowee By: _____

27775 Diehl Road, Ste 200, Warrenville, IL 60555
 TEL 877-295-4328 · FAX 866-525-5530
 titleindemnity.warrenville.il@firstam.com

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASES

Assignment And Assumption Of Leases

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kevin B. Duff, as court-appointed federal equity receiver for EquityBuild, Inc. ("Seller"), a Receivership Defendant identified in that certain Order Appointing Receiver entered August 17, 2018, in the case captioned *United States Securities and Exchange Commission v. EquityBuild, Inc., et al.*, United States District Court for the Northern District of Illinois, Eastern Division, Civil Action No. 1:18-cv-05587 ("Assignor"), hereby irrevocably grants, assigns, transfers, conveys, and sets over to _____ ("Assignee"), a _____ limited liability company, all of Assignor's right, title, and interest in and to the leases (collectively, the "Leases") attached hereto, which Leases run with the Property commonly known as 7237 South Bennett, Chicago, Illinois 60649.

Assignee hereby assumes all of the obligations imposed upon the Assignor under the Leases which accrue from and after the date hereof. This Assignment is made without any express or implied representation or warranty, except to the extent provided in that certain Purchase And Sale Agreement, accepted by the Seller on _____ by and between Assignor and Assignee.

This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Assignment And Assumption Of Leases as of this ___ day of _____, 2019.

ASSIGNOR:

Kevin B. Duff, Federal Equity Receiver,
EquityBuild, Inc.

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT 3

PROOF OF CLAIM FORM

TO BE ELIGIBLE FOR A DISTRIBUTION YOU MUST SUBMIT ALL COMPLETED SECTIONS OF THIS CLAIM FORM AND ALL SUPPORTING DOCUMENTS OR OTHER EVIDENCE TO SUBSTANTIATE YOUR CLAIM ON OR BEFORE THE BAR DATE, WHICH IS JULY 1, 2019.

Regardless of whether you previously submitted documentation to the Receiver, or whether you are submitting documentation with this proof of claim, you must submit a sworn statement consistent with Section 10, verifying and attesting to the accuracy and completeness of all documentation you submit.

Claims lacking sufficient supporting documentation may be disallowed.

SECTION 1

Claimant Contact Information

(TO BE COMPLETED BY ALL CLAIMANTS)

A Claimant should set forth on the claim form all claims that belong to him, her, or it. Please review Section 3 of the General Background & Instructions at the beginning of this Notice of Bar Date & Proof of Claim Form.

NOTE: ALL CLAIMANTS MUST PROMPTLY NOTIFY THE RECEIVER IN WRITING OF ANY CHANGES TO THE CONTACT INFORMATION PROVIDED BELOW THROUGHOUT THE DURATION OF THE RECEIVERSHIP. FAILURE TO NOTIFY THE RECEIVER OF SUCH CHANGES MAY RESULT IN YOUR NOT RECEIVING FUNDS TO WHICH YOU MAY OTHERWISE BE ENTITLED. CHANGES TO CLAIMANT CONTACT INFORMATION MAY BE EMAILED TO equitybuildclaims@rdaplw.net OR MAILED TO THE ADDRESS BELOW:

Kevin B. Duff, Receiver
EquityBuild, Inc., et al.
c/o Rachlis Duff Peel & Kaplan, LLC
542 S. Dearborn Street, Suite 900
Chicago, IL 60605

A. Claimant Contact Information. *(Provide the name and address of the actual person or entity that made the loan/investment or is making the claim):*

Claimant Name(s): Paper Street Realty, LLC DBA Rent Ready Apartments

Address: 1641 W Carroll Ave

Ste 201

City: Chicago

State: IL ZIP Code: 60612

Country: United States

Telephone Number(s): 773-857-2282

Email Address(s): bruce@paperstreetrealty.com

*Social Security/Tax I.D. Number(s): 36-4679620

**The Internal Revenue Service (IRS) requires that all U.S. recipients of distribution checks provide social security or tax identification numbers to the Receiver. No check will be issued without a corresponding social security or tax identification number.*

B. Secondary Contact Information

Check all that apply for the person or entity named as the Claimant in Section A above. (You may list only one Secondary Contact):

- Primary contact for Claimant
- Attorney representing Claimant
- Person completing this form for Claimant
- Successor in interest
- Executor of Estate of _____
- Legal successor in interest to a person or entity that is or claims to be owed money by one or more Receivership Defendants. Describe:

- Trustee of a trust that is or claims to be owed money by one or more Receivership Defendants. Identify trust: _____
- Alternate Contact. Describe:

Secondary Contact Name: Bruce J Spagnola Jr

Address: 1641 W Carroll Ave

Ste 201

City: Chicago

State: IL ZIP Code: 60612

Country: United States

Telephone Number: 773-857-2282

Email Address: bruce@paperstreetrealty.com

SECTION 2
Type of Claim

(TO BE COMPLETED BY ALL CLAIMANTS)

Please review the descriptions of the various claimant classes contained in the General Background & Instructions at the beginning of this Notice of Bar Date & Proof of Claim Form and complete the appropriate section below based upon the nature of your claim.

Each Claimant must submit his, her, or its own proof of claim form. A Claimant should set forth on the claim form all claims that belong to him, her, or it. Please review Section 3 of the General Background & Instructions at the beginning of this Notice of Bar Date & Proof of Claim Form.

Review and Determination of Claim

If you are unsure which type of claim you are filing, select the category that you believe most closely describes the nature of your claim. Descriptions of the Claimant categories can be found in the General Background & Instructions accompanying this form.

Prior to submitting his recommendation to the Court regarding distributions to Claimants, the Receiver will review and determine whether any claims need to be reclassified. Please note that a time frame has not yet been set for the processing of claims. The Receiver will process the claims as expeditiously as possible.

A. Type of Claimant (check all that apply)

- Investor-Lender (Must complete Sections 1, 2, 3, 9, and 10.)
- Equity Investor (Must complete Sections 1, 2, 4, 9, and 10.)
- Institutional Lender (Must complete Sections 1, 2, 5, 9, and 10.)
- Trade Creditor (Must complete Sections 1, 2, 6, 9, and 10.)
- Employee (Must complete Sections 1, 2, 7, 9, and 10.)
- Independent Contractor (Must complete Sections 1, 2, 7, 9, and 10.)
- Other (Identify): _____

(Must complete Sections 1, 2, 8, 9, and 10.)

B. Receivership Defendant Against Whom Claim Is Asserted.

- Equity Build, Inc.
- Equity Build Finance, LLC
- Other Affiliate Entity (Select all that apply)
- EB South Chicago 4 LLC

SECTION 6
Amount of Claim
 (TO BE COMPLETED BY TRADE CREDITORS)*

* Descriptions of the Claimant categories can be found in the General Background & Instructions accompanying this form.

A. Claim Details

If you are a Trade Creditor (including actual or potential lienholders), you must provide the information below:

1. This claim arose from:

- Services provided
- Goods supplied / provided
- Contract
- Other. Describe:

2. Total amount of claim as of August 18, 2018: 239,139.18

You must complete the chart below if you are a Trade Creditor:

	Date of service/delivery of goods/contract (mm/dd/yyyy)	Invoice number	Amount of invoice
1.	01/18/2018	72371818	\$65,600.00
	Contract to complete roof repairs to 7237-43 S Bennett Ave		
2.	01/19/2018	7237PH1-1918	\$53,712.50
	Labor charge for first phase of unit rehabs for 7327 S Bennett Ave Units 1E, 2E, 2W, 3E, 3W		
3.	02/15/2018	723721518	\$4,900.00
	New carpet and common area hallway painting at 7237-43 S Bennett Ave		
4.	01/19/2018	7237PH1-1918-HD	\$7,500.00
	Materials charges for first phase of unit rehabs for 7327 S Bennett Ave Units 1E, 2E, 2W, 3E, 3W		
5.	03/29/2018	821432918	\$2,400.00
	Curing plumbing code violations at 8214-16 S Ingleside Ave		
6.	04/2/2018	72374218	\$4,100.00
	Curing plumbing code violations at 7237-43 S Bennett Ave		
7.	04/04/2018	3104418	\$49,600.68
	Roof, tuckpointing, and porch system repairs, and rehab of units 1,2, and 3 at 310 E 50th St		
8.	04/11/2018	723741118	\$4,000.00
	Curing of electrical violations cited by the City of Chicago at 7237-43 S Bennet Ave		
9.	04/18/2018	821141818	\$2,740.00
	Unit turn at 8211 S Ellis 1W		
10.	06/14/2018	723961418	\$23,000.00
	Additional common hallway paint and carpet and basement trashout at 7237-43 S Bennett Ave		
11.	07/16/2018	821471618	\$12,500.00
	Unit turns at 8214-16 S Ingleside 8216-2B, 8216-1A, 8216-1B, 8214-2A, 8214-1B, 8214-1A		
12.	07/16/2018	8214-1671618	\$4,086.00
	Curing of plumbina violations at 8214-16 S Ingleside		

13.		\$
14.		\$
15.		\$
16.		\$
17.		\$
18.		\$
19.		\$
20.		\$
21.		\$
22.		\$
23.		\$
24.		\$
25.		\$

YOU ARE REQUIRED TO PROVIDE COPIES OF ALL DOCUMENTATION SUPPORTING YOUR CLAIM. PLEASE MUST SUBMIT COPIES AND RETAIN THE ORIGINALS FOR YOUR RECORDS. FAILURE TO SUBMIT SUPPORTING DOCUMENTATION MAY RESULT IN YOUR CLAIM BEING REJECTED OR REDUCED.

IF THE INFORMATION ABOVE INCLUDES ALL OF YOUR CLAIMS, YOU MUST PROCEED TO SECTIONS 9 AND 10.

SECTION 9

Documents Supporting Claim

(TO BE COMPLETED BY ALL CLAIMANTS)

IMPORTANT: You are required to upload copies of all documents supporting your claim. Failure to submit supporting documentation may result in your claim being rejected or reduced. There are no limitations on the size of documents that can be uploaded. Acceptable file types include .xls, .xlsx, .doc, .docx, .ppt, .pptx, .pdf, and .jpg. You must upload each document or category of documents separately. Claimants cannot submit a link containing documents and must instead submit the documents themselves in one of the file types noted above.

Documents that can be submitted to support your claim include copies of contracts, invoices, canceled checks (front and back), account statements, accrual reports, investment profiles, appraisals, loan agreements, mortgages, deeds in trust, assignments of rent, promissory notes, collateral agency and servicing agreements, mortgage releases, operating agreements, offering memoranda, private placement memoranda, and reinvestment forms.

If you are an investor-lender and/or equity investor, submitting only an EquityBuild lender statement of account to support a claim may not be sufficient without additional documentation. You must also provide documentation such as bank records to show withdrawals, transfers, and deposits of funds, to the extent available.

If you are an institutional lender, you must also submit copies of all loan applications, appraisals, underwriting files, loan documents, closing statements, wiring instructions, title commitments, and title insurance policies. To the extent that you previously submitted these documents to the Receiver or his counsel electronically, you do not have to re-submit those documents through the Axos Claims Portal, but you must submit through the Axos Claims Portal a list of each previously submitted document and the date and manner in which you submitted it (for example, "Attachment to email sent 9/1/2018 to EquityBuildReceiver@rdaplax.net by [identify sender]"). Any documents that you provided to the Receiver only in hard copy form must be re-submitted to the Axos Claims Portal as provided in this Section 9

Regardless of whether you previously submitted documentation to the Receiver, or whether you are submitting documentation with this proof of claim, you must submit a sworn statement consistent with Section 10, verifying and attesting to the accuracy and completeness of all documentation you submit.

Claims lacking sufficient supporting documentation may be disallowed.

IF THE INFORMATION ABOVE INCLUDES ALL OF YOUR CLAIMS, YOU MUST PROCEED TO SECTION 10.

SECTION 10
Representations

(TO BE COMPLETED BY ALL CLAIMANTS)

By signing and submitting this proof of claim, all claimants make the following representations:

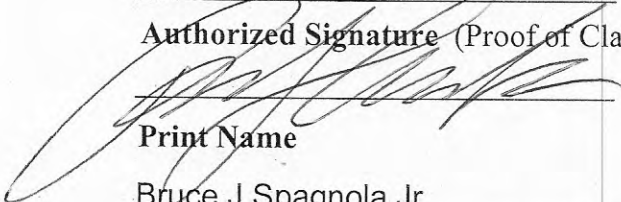
- a) Claimant/creditor acknowledges and agrees that by submitting this proof of claim, claimant/creditor subjects his/her/its claim to the jurisdiction of the United States District Court for the Northern District of Illinois, Eastern Division, which is administering the Receivership Estate ("Receivership Court"). Claimant/creditor further agrees that his/her/its claim shall be adjudicated, determined, and paid as ordered by the Receivership Court. Claimant/creditor further consents to, and understands that the Receivership Court will determine, (i) his/her/its right to any money from the Receivership Estate, if any is available; (ii) the priority of his/her/its claim; (iii) the scheduling and allocation of any assets to be distributed; and (iv) all objections and disputes regarding the allowance of his/her/its claim by the Receiver, which shall be submitted to and subject to review by the Receivership Court for a final ruling without a jury.
- b) The undersigned represents that he or she possesses the authority to sign this proof of claim on behalf of the person(s) or entit(ies) for whom this proof of claim is submitted.
- c) Claimant/creditor represents that claimant/creditor has not sold, assigned, transferred, or in any way conveyed any interest in his/her/its claim against the Receivership Estate. From the date of this form, claimant/creditor agrees not to sell, convey, assign, or transfer any interest in his/her/its claim against the Receivership Estate prior to the date(s) of distribution. In the event that his/her/its interest is transferred prior to the date of any distribution, except by operation of law, claimant/creditor agrees that such transfer or assignment shall be null and void and unenforceable by any successor third party.
- d) Claimant/creditor hereby affirms and attests, under penalty of perjury, that all of the information set forth herein and submitted to the Receiver in connection with this proof of claim is truthful, accurate, complete, and presented in a manner so as to not be misleading, to the best of claimant's/creditor's knowledge and belief. Claimant/creditor further affirms and attests, under penalty of perjury, that all documentation submitted in connection with this proof of claim is genuine, authentic, accurate, and complete, to the best of claimant's/creditor's knowledge and belief.

I declare under penalty of perjury under the laws of the United States of America that all of the statements made in this Proof of Claim are true and correct.

Claimant Name(s)

Paper Street Realty, LLC, DBA Rent Ready Apartments

Authorized Signature (Proof of Claim is invalid unless signed)



Print Name

Bruce J Spagnola Jr

Date

6/27/2019

Second claimant representation

I declare under penalty of perjury under the laws of the United States of America that all of the statements made in this Proof of Claim are true and correct.

Second Claimant Name(s)

Authorized Signature (Proof of claim not valid unless signed)

Print Name

Date

YOU SHOULD RETAIN THE CONFIRMATION EMAIL YOU RECEIVE ALONG WITH YOUR REFERENCE NUMBER AND THE ORIGINALS OF ALL SUPPORTING DOCUMENTATION SUBMITTED HEREWITH. YOU SHOULD RETAIN YOUR CONFIRMATION EMAIL AND REFERENCE NUMBER TO BE USED IN THE EVENT YOUR CLAIM IS NOT RECEIVED.



ESTIMATE

3/22/2017 (revised)

Prepared For:



Property Address:

7237-43 S Bennett
Chicago, IL

Property Type:

Residential – Multi-Unit

Scope of Work (SOW):

	Description	Cost	
	Roofing/Tuckpoint		
	Per violation 4, 12, 13, 14, 15 – Tuckpoint building.	\$30,200	
1.	Tear off existing flat roof on building and replace with new	\$65,600	72371818
	Stair Systems		
3/6	Per violation 6 – Install (16) handrails	\$3,800	723721518 723961418
	Replace stair case (6-step run) leading to 1 st floor apartments in 7241.		
3/6	Replace staircase (6-step run) leading to 2 nd floor apartments in 7237 and 7239	\$9,800	
	Per violation 7 – Reinforce approx. (21) stair treads throughout all entrances/stairway		
3/6	Per violation 5 – Repair walls in stairwell	\$1,800	
	Rough Carpentry		
	Repair rotted framing in basement in south half of building	\$2,800	
	Plumbing		
	Replace (1) 100 gallon heating unit and (1) 100 gallon storage tank	\$15,225	
	Rod waste lines	\$600	
	Misc.		
3 + 10	Replace carpet in stairways at 7237-7243	\$12,000	723721518 723961418
	Brake up and re-pour damaged concrete stairs	\$8,300	
10	Demolish (2) basement /garden units	\$8,000	723961418
	Plans Permits Admin Expediting and Overhead	\$7000	

Total: \$165,125

Scope includes labor and material, and is guaranteed to be as specified. All above work will be performed in a professional and workman like manner.

RESPECTFULLY SUBMITTED BY: Michael Abraham DATE 3/22/2017

OWNERS SIGNATURE: _____ DATE _____

[Print](#) | [Close Window](#)

Subject: 7237-43 S. Bennett task force inspection results 032818

From: Tim Paperstreet <timpaperstreet@gmail.com>

Date: Wed, Mar 28, 2018 1:12 pm

To: Michael Abraham <msa@paperstreetgroup.com>, taijknivi.66b007f@m.evernote.com, William Nelson <wnelson@paperstreetrealty.com>, Julio <julio@paperstreetrealty.com>, kgprofessional.kg@gmail.co

Attach: IMG_20180328_125047.jpg

IMG_20180328_125039.jpg

Roof is passed and signed off, see attached. Need to repair loose/broken/ missing pickets on back stairs, 2 broken/missing found on 7237 rear stairs

Underground plumbing passed, need to tie gutters into storm drain system, jet out floor drains around bldg, add floor drain covers. Need to remove fixtures and cap lines in 7237 offline garden unit. Also need to remove wall electric, leaving only overhead light with switch in this unit.

Boiler room vent in door insufficient, need to install louvered vent system in wall (thru boarded window fine). Need to seal flue pipes to chimney.

Largest issue was lack of electric permit for loose wiring in boiler room where work was done, but not made tight/secure, and without permit. Need licenced electrician to correct repair to conduit on recirculating pump, address any hanging light fixtures (exterior and electric basement) open junction boxes. Also need 1 emergency light per basement and clean basements of debris.

They need the hallway refresh completed in 7239, 7241 and 7243 hallways, they liked what they saw in the 7237 hallway. Also want units fully turned, estimated return for next inspection in 60 days.

Tim Dodd
Property Manager
Paper Street Realty

Copyright © 2003-2018. All rights reserved.

EXHIBIT 4

WPD Management LLC

Period: 01 Jun 2020-08 Dec 2020

Property Manager: David Mazza

PO Box 377950
Chicago, IL 60637

Owner Statement



7749-59 S Yates LLC

--



Properties

**SOLD 4/22/2020 DO NOT
USE - 7749-59 S Yates Blvd
Chicago, IL 60649**

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
				Beginning Cash Balance as of 06/01/2020			366.56
06/03/2020	Peoples Gas	Check	1102	Gas - 2408 Bldg - 03/10/2020 - 04/08/2020		37.95	328.61
06/03/2020	Peoples Gas	Check	1102	Gas - 7749 Bldg - 03/10/2020 - 04/08/2020		233.81	94.80
06/03/2020	Peoples Gas	Check	1102	Gas - 7757 Bldg - 03/11/2020 - 04/08/2020		228.08	-133.28
06/03/2020	Peoples Gas	Check	1103	Gas - 2406 Bldg - 03/11/2020 - 04/08/2020		49.60	-182.88
06/03/2020	Peoples Gas	Check	1103	Gas - 7751 Bldg - 03/11/2020 - 04/08/2020		420.06	-602.94
06/09/2020	Peoples Gas	Check	1104	Gas - 7753 Bldg - 03/10/2020 - 04/08/2020		76.43	-679.37
06/09/2020	Peoples Gas	Check	1104	Gas - 7749 Bldg - 03/10/2020 - 04/08/2020		29.30	-708.67
06/09/2020	Peoples Gas	Check	1104	Gas - 7759 Bldg - 03/11/2020 - 04/08/2020		45.26	-753.93
06/09/2020	Peoples Gas	Check	1104	Gas - 7751 Bldg - 04/09/2020 - 05/08/2020		48.03	-801.96
06/09/2020		JE	865	PG Refund	0.99		-800.97
06/09/2020		JE	866	PG Refund	245.08		-555.89
06/09/2020	Peoples Gas	Check	1105	Gas - 7753 Bldg - 03/10/2020 - 04/08/2020		29.30	-585.19
06/09/2020	Peoples Gas	Check	1105	Gas - 2408 Bldg - 03/10/2020 - 04/08/2020		29.30	-614.49
06/09/2020	Peoples Gas	Check	1105	Gas - 2408 Bldg - 03/11/2020 - 04/08/2020		34.75	-649.24
06/10/2020		JE	953	WPD A/P	2,000.00		1,350.76
06/12/2020	Independent Recycling Services	Check	1106	Refuse - 7749 Bldg - Monthly Refuse Payment		220.00	1,130.76
06/12/2020		JE	992	PG Refund	201.85		1,332.61
06/12/2020		JE	993	PG Refund	9.55		1,342.16
06/12/2020		JE	994	PG Refund	1.59		1,343.75
06/12/2020		JE	995	PG Refund	42.49		1,386.24
06/12/2020		JE	996	PG Refund	67.49		1,453.73
06/12/2020		JE	1016	PG Refund- 7753-1e	332.62		1,786.35
06/19/2020		JE	1102	Peoples Gas Refund: 2409 Building	113.45		1,899.80
06/19/2020		JE	1107	Peoples Gas Refund: 7751 Building	510.55		2,410.35
06/24/2020	Peoples Gas	Check	1107	Gas - 7757 Bldg - 03/19/2020 - 04/08/2020		49.92	2,360.43
06/24/2020	Peoples Gas	Check	1107	Gas - 7753 Bldg - 03/10/2020 - 04/08/2020		54.30	2,306.13
06/24/2020	Peoples Gas	Check	1107	Gas - 7759 Bldg - 03/11/2020 - 04/08/2020		70.26	2,235.87

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
06/24/2020	Peoples Gas	Check	1108	Gas - 2408 Bldg - 03/11/2020 - 04/08/2020		59.75	2,176.12
06/24/2020	Peoples Gas	Check	1108	Gas - 2406 Bldg - 03/11/2020 - 04/08/2020		25.00	2,151.12
06/24/2020	Peoples Gas	Check	1108	Gas - 2410 Bldg - 03/11/2020 - 04/08/2020		171.16	1,979.96
06/25/2020		JE	1428	Peoples Gas		25.00	1,954.96
06/26/2020		JE	1200	Peoples Gas Refund - 2410-2	124.96		2,079.92
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 7749 Bldg - 03/10/2020 - 04/08/2020	29.30		2,109.22
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 7757 Bldg - 03/19/2020 - 04/08/2020	24.92		2,134.14
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 2410 Bldg - 03/11/2020 - 04/08/2020	146.16		2,280.30
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 7751 Bldg - 03/10/2020 - 04/08/2020	29.30		2,309.60
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 2406 Bldg - 03/11/2020 - 04/08/2020	49.60		2,359.20
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 2408 Bldg - 03/11/2020 - 04/08/2020	34.75		2,393.95
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 7759 Bldg - 03/11/2020 - 04/08/2020	45.26		2,439.21
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 7753 Bldg - 03/10/2020 - 04/08/2020	29.30		2,468.51
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 7753 Bldg - 03/10/2020 - 04/08/2020	24.83		2,493.34
06/29/2020	Peoples Gas	Reverse Check	1099	Gas - 2408 Bldg - 03/10/2020 - 04/08/2020	29.30		2,522.64
06/29/2020		JE	1209	People's Gas Payment Check 1073		773.51	1,749.13
06/29/2020	Commonwealth Edison	Reverse Check	1074	7749-3A - Electricity - 02/17/2020 - 03/17/2020	12.77		1,761.90
06/29/2020	Commonwealth Edison	Reverse Check	1074	7751-3B - Electricity - 02/17/2020-03/17/2020	13.91		1,775.81
06/29/2020	Commonwealth Edison	Reverse Check	1074	2410-2 - Electricity - 02/17/2020-03/17/2020	31.71		1,807.52
06/29/2020	Commonwealth Edison	Reverse Check	1074	2408-2A - Electricity - 02/17/2020 - 03/17/2020	15.56		1,823.08
06/29/2020	Commonwealth Edison	Reverse Check	1074	7753-3E - Electricity - 02/17/2020 - 03/17/2020	27.04		1,850.12
06/30/2020		JE	1220	Comed Refund 2408-3	500.97		2,351.09
06/30/2020		JE	1221	Comed Refund 7751-2b	84.14		2,435.23
06/30/2020		JE	1222	Comed Refund 7751-2a	56.36		2,491.59
06/30/2020		JE	1224	Comed Refund 7751-1a	60.93		2,552.52
06/30/2020		JE	1225	Comed Refund 7749-3b	40.75		2,593.27
06/30/2020		JE	1226	Comed Refund 7749-3a	59.32		2,652.59
06/30/2020		JE	1227	Comed Refund 7749-2b	65.89		2,718.48
06/30/2020		JE	1228	Comed Refund 7751-3b	27.73		2,746.21
06/30/2020		JE	1244	Comed Refund 2410-3	49.80		2,796.01
06/30/2020		JE	1245	Comed Refund 2410-2	60.00		2,856.01
06/30/2020		JE	1246	Comed Refund 7757-3	12.89		2,868.90
06/30/2020		JE	1247	Comed Refund 7757-2	41.69		2,910.59
06/30/2020		JE	1248	Comed Refund 7753-3w	21.54		2,932.13
06/30/2020		JE	1249	Comed Refund 7753-3e	51.77		2,983.90

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
06/30/2020		JE	1250	Comed Refund 7753-2w	20.33		3,004.23
06/30/2020		JE	1251	Comed Refund 7751-3a	17.97		3,022.20
07/06/2020		JE	1385	ComEd Refund: 7749-2A	45.44		3,067.64
07/06/2020		JE	1387	ComEd Refund: 7749-1B	48.76		3,116.40
07/06/2020		JE	1390	ComEd Refund: 7749-1A	27.35		3,143.75
07/10/2020		JE	1533	PG Refund 7757 Bldg	228.08		3,371.83
07/10/2020		JE	1534	PG Refund 2408-2	37.95		3,409.78
07/16/2020		JE	1990	Peoples Gas Payment		25.00	3,384.78
07/16/2020		JE	1991	Peoples Gas Payment		25.00	3,359.78
07/16/2020		JE	1992	Peoples Gas Payment		171.16	3,188.62
07/22/2020		JE	1734	Peoples Gas Refund:7751 Building	797.35		3,985.97
07/22/2020		JE	1738	Peoples Gas Refund: 7749-2A	220.40		4,206.37
07/23/2020		JE	1758	Peoples Gas Refund: 7759 Building	45.26		4,251.63
09/03/2020		JE	2813	IRS Refuse Refund - May / June	440.00		4,691.63
09/15/2020		Reversed JE	3050	Independent Recycling Services Over payment Refund (Reversed on 12/01/2020)	440.00		5,131.63
09/15/2020		JE	3055	PG Refund - 2408-1	59.75		5,191.38
09/15/2020		JE	3056	PG Refund - 2406-1	25.00		5,216.38
09/15/2020		JE	3057	PG Refund - 2410-3	171.16		5,387.54
09/30/2020		JE	3341	People's Gas Refund 7753-2b	309.06		5,696.60
09/30/2020		JE	3342	People's Gas Refund 7751-2a	583.57		6,280.17
09/30/2020		JE	3344	People's Gas Refund 7753-2a	77.85		6,358.02
09/30/2020		JE	3345	People's Gas Refund 7753-1b	29.30		6,387.32
12/01/2020		Reverse JE	3050-R	Reverse Journal Entry Independent Recycling Services Over payment Refund		440.00	5,947.32
				Ending Cash Balance			5,947.32
Total					8,952.69	3,371.93	

Property Cash Summary

Required Reserves	0.00
Prepayments	16,253.00
Work Order Estimates	0.00

EXHIBIT 5

WPD Management LLC

Period: 01 Jun 2020-08 Dec 2020

Property Manager: Joel Muehling

PO Box 377950
Chicago, IL 60637

Owner Statement



EQUITY BUILD

--



Properties

**SOLD - 5/22/20 DO NOT
USE** - 8201 S. Kingston
Chicago, IL 60649

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
				Beginning Cash Balance as of 06/01/2020			-985.07
06/01/2020	Commonwealth Edison	ACH payment		Electricity - 8201 Bldg - 04/16/2020 - 05/15/2020		224.69	-1,209.76
06/03/2020	Commonwealth Edison	Check	618	Electricity - 2539 Bldg, Final - 04/16/2020 - 05/15/2020		17.92	-1,227.68
06/03/2020	Commonwealth Edison	Check	618	Electricity - 8201 Bldg, Final - 04/16/2020 - 05/15/2020		16.03	-1,243.71
06/03/2020	Commonwealth Edison	Check	618	Electricity - 8201 Bldg, Final - 04/16/2020 - 05/15/2020		12.77	-1,256.48
06/03/2020	Commonwealth Edison	Check	618	Electricity - 2541 Bldg, Final - 04/16/2020 - 05/15/2020		14.14	-1,270.62
06/03/2020	Commonwealth Edison	Check	618	Electricity - 8201 Bldg, Final - 04/16/2020 - 05/15/2020		16.89	-1,287.51
06/03/2020	Commonwealth Edison	Check	618	Electricity - 8205 Bldg, Final - 04/16/2020 - 05/15/2020		22.27	-1,309.78
06/03/2020	Commonwealth Edison	Check	618	Electricity - 2539 Bldg, Final - 04/16/2020 - 05/15/2020		15.03	-1,324.81
06/03/2020	Peoples Gas	Check	619	Gas - 2539 Bldg - 04/18/2020 - 05/18/2020		46.08	-1,370.89
06/03/2020	Peoples Gas	Check	619	Gas - 2541 Bldg - 04/18/2020 - 05/18/2020		47.57	-1,418.46
06/03/2020	Peoples Gas	Check	619	Gas - 8201 Bldg - 04/18/2020 - 05/18/2020		55.18	-1,473.64
06/03/2020	Peoples Gas	Check	619	Gas - 8201 Bldg - 04/18/2020 - 05/18/2020		45.07	-1,518.71
06/03/2020	Peoples Gas	Check	619	Gas - 8205 Bldg - 04/18/2020 - 05/18/2020		57.69	-1,576.40
06/03/2020	Peoples Gas	Check	619	Gas - 2541 Bldg - 04/18/2020 - 05/18/2020		57.06	-1,633.46
06/05/2020	WPD Management LLC	Check	620	Landscaping - Monthly Landscaping - May		115.00	-1,748.46
06/08/2020	WPD Management LLC	Check	621	Pest Control - Pest Control - May 2020		125.00	-1,873.46
06/09/2020	Peoples Gas	ACH payment		Gas - 8201 Bldg - 04/18/2020 - 05/18/2020		240.00	-2,113.46
06/09/2020	Peoples Gas	Check	622	Gas - 2539 Bldg - 04/18/2020 - 05/18/2020		47.09	-2,160.55
06/09/2020		JE	1432	ComEd Payment		38.84	-2,199.39
06/09/2020		JE	1434	WPD AP	2,000.00		-199.39
06/12/2020	Independent Recycling Services	Check	623	Refuse - 8201 Bldg - Monthly Refuse Payment		210.00	-409.39
06/12/2020	Peoples Gas	Check	624	Gas - 8201 Bldg - 04/18/2020 - 05/18/2020		147.74	-557.13

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
06/12/2020	Peoples Gas	Check	624	Gas - 8201 Bldg - 04/18/220 - 05/18/2020		97.39	-654.52
06/12/2020	Peoples Gas	Check	624	Gas - 2539 Bldg - 04/18/2020 - 05/18/2020		116.69	-771.21
06/12/2020	Peoples Gas	Check	624	Gas - 2541 Bldg - 04/18/2020 - 05/18/2020		7.64	-778.85
06/12/2020	Peoples Gas	Check	624	Gas - 8205 Bldg - 04/18/2020 - 05/18/2020		10.19	-789.04
06/17/2020		JE	1433	Peoples Gas		12.90	-801.94
06/29/2020		JE	1208	WPD AP 5/4	2,000.00		1,198.06
07/09/2020		JE	1514	PG Refund - 2539-2	0.28		1,198.34
07/10/2020		JE	1526	PG Refund 2451-2	72.97		1,271.31
07/10/2020		JE	1536	PG Refund 8205-3	68.55		1,339.86
07/10/2020		JE	1538	PG Refund 8201-3	88.69		1,428.55
07/23/2020		JE	1757	Peoples Gas Refund: 2539-1	185.35		1,613.90
09/15/2020		JE	3052	PG Refund - 8201-3	147.74		1,761.64
09/15/2020		JE	3053	PG Refund - 2451 Bldg	7.64		1,769.28
09/30/2020		JE	3338	People's Gas Refund 8205-3	12.74		1,782.02
09/30/2020		JE	3339	People's Gas Refund 2541-1	105.66		1,887.68
09/30/2020		JE	3340	People's Gas Refund 8201-2	138.09		2,025.77
10/16/2020		JE	3777	Peoples Gas Refund: 2539-2	47.09		2,072.86
				Ending Cash Balance			2,072.86
Total					4,874.80	1,816.87	

Property Cash Summary

Required Reserves	0.00
Prepayments	0.00
Work Order Estimates	0.00

EXHIBIT 6

WPD Management LLC

Period: 01 Feb 2020-09 Dec 2020

Property Manager: Joel Muehling

PO Box 377950
Chicago, IL 60637

Owner Statement



EQUITY BUILD

--



Properties

SOLD 2/5/20 DO NOT USE- 8047 S Manistee
Chicago, IL 60617

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
				Beginning Cash Balance as of 02/01/2020			1,696.73
02/01/2020	Rueben Henry	eCheck receipt	81E2-72D0	8047-3W - Resident Paid Rent - February 2020	375.00		2,071.73
02/01/2020	Tyrone Walker	ECP receipt	FED3-B380	8047-1E - Resident Paid Rent - February 2020	560.00		2,631.73
02/02/2020	Lionell Tillis Jr (CHA)	ECP receipt	848B-A460	8049-2W - Late Fee - Late Fee for Nov 2019	4.00		2,635.73
02/02/2020	Lionell Tillis Jr (CHA)	ECP receipt	848B-A460	8049-2W - Resident Paid Rent - February 2020	183.00		2,818.73
02/03/2020	Commonwealth Edison	Check	575	8051-3N - Electricity - 12/16/2019 - 01/17/2020		44.35	2,774.38
02/03/2020	Commonwealth Edison	Check	575	8051-3S - Electricity - 12/16/2019 - 01/17/2020		33.68	2,740.70
02/03/2020	Commonwealth Edison	Check	575	8049-3E - Electricity - 12/16/2019 - 01/17/2020		32.81	2,707.89
02/03/2020	Commonwealth Edison	Check	575	8047-3E - Electricity - 12/16/2019 - 01/17/2020		19.44	2,688.45
02/03/2020	Commonwealth Edison	Check	575	8051-2N - Electricity - 12/16/2019 - 01/17/2020		24.58	2,663.87
02/03/2020	Commonwealth Edison	Check	575	8053-2W - Electricity - 12/16/2019 - 01/17/2020		22.08	2,641.79
02/03/2020	Commonwealth Edison	Check	575	8047-2E - Electricity - 12/18/2019 - 01/17/2020		15.64	2,626.15
02/03/2020	Commonwealth Edison	Check	575	8055-2W - Electricity - 12/16/2019 - 01/17/2020		51.33	2,574.82
02/03/2020	Commonwealth Edison	Check	575	8047-2W - Electricity - 12/16/2019 - 01/17/2020		23.75	2,551.07
02/03/2020	Commonwealth Edison	Check	575	8049-2E - Electricity - 12/16/2019 - 01/17/2020		14.17	2,536.90
02/03/2020	Commonwealth Edison	Check	576	8051-1S - Electricity - 12/16/2019 - 01/17/2020		33.07	2,503.83
02/03/2020	Peoples Gas	Check	577	8053-1E - Gas - 12/19/2019 - 01/22/2020		41.08	2,462.75
02/03/2020	Peoples Gas	Check	577	8049-2W - Gas - 12/19/2019 - 01/22/2020		94.93	2,367.82

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
02/03/2020	Peoples Gas	Check	577	8055-3E - Gas - 12/19/2019 - 01/22/2020		44.99	2,322.83
02/03/2020	Peoples Gas	Check	577	8051-3S - Gas - 12/19/2019 - 01/22/2020		77.44	2,245.39
02/03/2020	Peoples Gas	Check	577	8049-1W - Gas - 12/19/2019 - 01/22/2020		91.68	2,153.71
02/03/2020	Peoples Gas	Check	577	8055-2W - Gas - 12/19/2019 - 01/22/2020		200.07	1,953.64
02/03/2020	Peoples Gas	Check	577	8051-1N - Gas - 12/19/2019 - 01/22/2020		42.39	1,911.25
02/03/2020	Peoples Gas	Check	577	8053-2W - Gas - 12/19/2019 - 01/22/2020		67.70	1,843.55
02/03/2020	WPD Management LLC	Check	578	Snow Removal - 8047 S Manistee - Snow Removal & Salt - January 2020		585.00	1,258.55
02/03/2020	Lionell Tillis Jr (CHA)	Receipt	:HAP 02/20 TILLIS JR, LIONEL 8049 S MANISTEE AVE, 2W, CHICAGO IL 60617-1334	8049-2W - Subsidized Rent	582.00		1,840.55
02/04/2020	WPD Management LLC - 2	Check	579	8051-2S - Maintenance / Repair - Repaired door frame and installed striker.		48.00	1,792.55
02/04/2020	WPD Management LLC - 33	Check	580	8055-1E - Maintenance / Repair - Rodded kitchen sink		108.36	1,684.19
02/05/2020		JE		A/P from EB Receiver	2,000.00		3,684.19
02/06/2020	WPD Management LLC	Check	581	Pest Control - Pest Control - January		415.00	3,269.19
02/07/2020	Peoples Gas	Check	582	Gas - 8047 Bldg - 12/12/2019 - 01/22/2020		68.53	3,200.66
02/07/2020	Peoples Gas	Check	582	Gas - 8047 Bldg - 12/11/2019 - 01/22/2020		82.08	3,118.58
02/07/2020	Peoples Gas	Check	582	Gas - 8051 Bldg - 12/19/2019 - 01/22/2020		101.45	3,017.13
02/07/2020	Peoples Gas	ACH payment		Gas - 8055 Bldg - 12/19/2019 - 01/22/2020		422.00	2,595.13
02/10/2020	One Stop Intercom Services LLC	Check	583	Maintenance / Repair - 8047 S Manistee - Installed new electric door strike, (2) apartment stations and intercom panel frame.		309.50	2,285.63
02/11/2020	Commonwealth Edison	ACH payment		Electricity - 8047 Bldg - 12/16/2019 - 01/17/2020		1,518.80	766.83
02/11/2020	WPD Management LLC - 2	Check	584	Maintenance / Repair - 8047 S Manistee - Replaced striker and secured unit door		56.59	710.24
02/11/2020	Paul Gizel	Check	585	8053-1E - Legal Expenses - 5 day notice		100.00	610.24
02/12/2020	Gerald Hamilton	Check	586	Miscellaneous Labor - Sit eviction		150.00	460.24
02/17/2020	Commonwealth Edison	Check	587	Electricity - 8053 Bldg - 01/17/2020 - 02/06/2020		12.96	447.28
02/18/2020	WPD Management LLC - 18	Check	588	Maintenance / Repair - Changed locks to master locks on unit doors, replaced trim and reattached door stops. Eviction		356.56	90.72

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
02/18/2020	WPD Management LLC	Check	589	Leasing Commissions - 8049-1E - February Leasing Commissions - Renewals		137.50	-46.78
02/20/2020		JE		WPD AP	2,000.00		1,953.22
02/20/2020	WPD Management LLC	Check	591	Janitorial Expense - 8047 S Manistee - Prorated - Monthly Janitorial - February		210.00	1,743.22
02/24/2020	Commonwealth Edison	Check	592	Electricity - 8051 Bldg, Final - 01/17/2020 - 02/06/2020		56.53	1,686.69
02/24/2020		JE		WPD A/P from Maintenance	2,000.00		3,686.69
02/24/2020	Commonwealth Edison	ACH payment		Electricity - 8047 Bldg, Final - 01/17/2020 - 02/06/2020		994.08	2,692.61
02/25/2020	Commonwealth Edison	Check	594	Electricity - 8051 Bldg, Final - 01/17/2020 - 02/06/2020		11.35	2,681.26
02/25/2020	Halsted Law Group LLC	Check	595	8055-3E - Legal Expenses - Court Costs		78.00	2,603.26
02/27/2020		JE		A/P from EB Receiver	8,000.00		10,603.26
02/27/2020		JE		A/P Repayment to WPD Mgmt		8,000.00	2,603.26
02/28/2020	WPD Management LLC	Check	596	Security Service - 8047 S Manistee - House Sitter Reimbursement		375.00	2,228.26
02/28/2020	WPD Management LLC	Check	597	Property Management Fee - Property Management Fee for 02/2020		116.45	2,111.81
03/02/2020	Peoples Gas	Reversed Check	598	8053-1E - Gas - 01/23/2020 - 02/11/2020		1,257.73	854.08
03/02/2020	Peoples Gas	Reversed Check	598	8055-3E - Gas - 01/23/2020 - 02/11/2020		29.94	824.14
03/02/2020	Peoples Gas	Reversed Check	598	Gas - Bldg 8051 - 01/23/2020 - 02/11/2020		124.39	699.75
03/02/2020	Peoples Gas	Reversed Check	598	Gas - Bldg 8051 - 01/23/2020 - 02/18/2020		65.14	634.61
03/02/2020	Peoples Gas	Reversed Check	598	Gas - Bldg 8047 - 01/23/2020 - 02/11/2020		37.74	596.87
03/02/2020	Peoples Gas	Reversed Check	598	Gas - Bldg 8047 - 01/23/2020 - 02/10/2020		127.68	469.19
03/02/2020	Peoples Gas	Reversed Check	598	Gas - Bldg 8055 - 01/23/2020 - 02/10/2020		329.52	139.67
03/02/2020	Peoples Gas	Reversed Check	598	Gas - Bldg 8049 - 01/23/2020 - 02/18/2020		33.37	106.30
03/02/2020	Peoples Gas	Reversed Check	598	Gas - Bldg 8053 - 01/23/2020 - 02/11/2020		113.34	-7.04
03/02/2020	Peoples Gas	Reversed Check	598	Gas - Bldg 8051 - 01/23/2020 - 02/18/2020		52.12	-59.16
03/02/2020	Peoples Gas	Check	599	Gas - Bldg 8049 - 01/23/2020 - 02/18/2020		76.25	-135.41
03/02/2020	Peoples Gas	Check	599	Gas - Bldg 8055 - 01/23/2020 - 02/18/2020		44.26	-179.67
03/02/2020	Peoples Gas	Check	599	8053-1E - Gas - 01/23/2020 - 02/18/2020		41.03	-220.70
03/02/2020		JE		Lionel Tillis Jr. Subsidy Payment 8049 - 2W	582.00		361.30
03/04/2020	Peoples Gas	Check	600	Gas - 8051 Bldg - 01/23/2020 - 02/07/2020		35.63	325.67

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
03/04/2020	Peoples Gas	Check	600	8053-1E - Gas - 01/23/2020 - 02/11/2020		27.32	298.35
03/04/2020	Peoples Gas	Check	600	Gas - 8047 Bldg - 01/23/2020 - 02/11/2020		27.93	270.42
03/04/2020	Peoples Gas	Check	600	Gas - 8049 Bldg - 01/23/2020 - 02/11/2020		19.86	250.56
03/04/2020	Peoples Gas	Check	600	Gas - 8047 Bldg - 01/23/2020 - 02/10/2020		40.36	210.20
03/04/2020	Peoples Gas	Check	600	Gas - 8051 Bldg - 01/23/2020 - 02/11/2020		36.45	173.75
03/05/2020	WPD Management LLC	Check	601	Pest Control - Pest Control - February 2020		415.00	-241.25
03/05/2020	Peoples Gas	ACH payment		Gas - 8055 Bldg - 01/23/2020 - 02/18/2020		422.00	-663.25
03/17/2020		JE		People's Gas Refund 8055 - Building	92.68		-570.57
03/17/2020		JE		A/P from EB Receiver	4,000.00		3,429.43
03/17/2020		JE		AP Repayment to WPD Mgmt		4,000.00	-570.57
03/24/2020		JE		People's Gas Refund 8055 Building	44.26		-526.31
03/24/2020		JE		People's Gas Refund 8051-3S	77.44		-448.87
03/24/2020		JE		People's Gas Refund 8055 - 2W	200.07		-248.80
03/27/2020	Peoples Gas	Reverse Check	598	8053-1E - Gas - 01/23/2020 - 02/11/2020	1,257.73		1,008.93
03/27/2020	Peoples Gas	Reverse Check	598	8055-3E - Gas - 01/23/2020 - 02/11/2020	29.94		1,038.87
03/27/2020	Peoples Gas	Reverse Check	598	Gas - Bldg 8051 - 01/23/2020 - 02/11/2020	124.39		1,163.26
03/27/2020	Peoples Gas	Reverse Check	598	Gas - Bldg 8051 - 01/23/2020 - 02/18/2020	65.14		1,228.40
03/27/2020	Peoples Gas	Reverse Check	598	Gas - Bldg 8047 - 01/23/2020 - 02/11/2020	37.74		1,266.14
03/27/2020	Peoples Gas	Reverse Check	598	Gas - Bldg 8047 - 01/23/2020 - 02/10/2020	127.68		1,393.82
03/27/2020	Peoples Gas	Reverse Check	598	Gas - Bldg 8055 - 01/23/2020 - 02/10/2020	329.52		1,723.34
03/27/2020	Peoples Gas	Reverse Check	598	Gas - Bldg 8049 - 01/23/2020 - 02/18/2020	33.37		1,756.71
03/27/2020	Peoples Gas	Reverse Check	598	Gas - Bldg 8053 - 01/23/2020 - 02/11/2020	113.34		1,870.05
03/27/2020	Peoples Gas	Reverse Check	598	Gas - Bldg 8051 - 01/23/2020 - 02/18/2020	52.12		1,922.17
03/27/2020	WPD Management LLC	Check	602	Security Service - House Sitter Reimbursement August		625.00	1,297.17
03/27/2020	Gerald Hamilton	Reverse Check	572	Miscellaneous Labor - 8047 S Manistee / Cleaning Refund	60.00		1,357.17
03/27/2020	Gerald Hamilton	Reverse Check	572	Miscellaneous Labor - 8047 S Manistee / Inspection prep refund	100.00		1,457.17
04/01/2020	Gerald Hamilton	Check	603	Miscellaneous Labor - 8047 S Manistee / Cleaning Refund		60.00	1,397.17
04/01/2020	Gerald Hamilton	Check	603	Miscellaneous Labor - 8047 S Manistee / Inspection prep refund		100.00	1,297.17

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
04/01/2020	Lionell Tillis Jr (CHA)	Receipt	HAP 4/20 - TILLIS JR, LIONEL 8049 S MANISTEE AVE Apt 2W	8049-2W - Resident Paid Rent - November 2019	24.00		1,321.17
04/01/2020	Lionell Tillis Jr (CHA)	Receipt	HAP 4/20 - TILLIS JR, LIONEL 8049 S MANISTEE AVE Apt 2W	8049-2W - Late Fee - Late Fee for Nov 2019	6.00		1,327.17
04/01/2020	Lionell Tillis Jr (CHA)	Receipt	HAP 4/20 - TILLIS JR, LIONEL 8049 S MANISTEE AVE Apt 2W	8049-2W - Resident Paid Rent - December 2019	172.00		1,499.17
04/01/2020	Lionell Tillis Jr (CHA)	Receipt	HAP 4/20 - TILLIS JR, LIONEL 8049 S MANISTEE AVE Apt 2W	8049-2W - Late Fee - Late Fee for Dec 2019	10.00		1,509.17
04/01/2020	Lionell Tillis Jr (CHA)	Receipt	HAP 4/20 - TILLIS JR, LIONEL 8049 S MANISTEE AVE Apt 2W	8049-2W - Resident Paid Rent - January 2020	172.00		1,681.17
04/01/2020	Lionell Tillis Jr (CHA)	Receipt	HAP 4/20 - TILLIS JR, LIONEL 8049 S MANISTEE AVE Apt 2W	8049-2W - Late Fee - Late Fee for Jan 2020	10.00		1,691.17
04/01/2020	Lionell Tillis Jr (CHA)	Receipt	HAP 4/20 - TILLIS JR, LIONEL 8049 S MANISTEE AVE Apt 2W	8049-2W - Prepaid Rent - Prepaid Any	188.00		1,879.17
04/07/2020	Peoples Gas	Check	604	Gas - 8047Bldg - 01/23/2020-02/10/2020		25.00	1,854.17
04/07/2020	Peoples Gas	Check	604	Gas - 8049Bldg - 01/23/2020-2/11/2020		25.00	1,829.17
04/07/2020	Peoples Gas	Check	604	Gas - 8055Bldg - 01/23/2020-02/10/2020		359.87	1,469.30
04/07/2020	Peoples Gas	Check	604	Gas - 8051Bldg - 01/23/2020-02/11/2020		25.00	1,444.30
04/07/2020	Peoples Gas	Check	604	Gas - 8053Bldg - 01/23/2020-02/11/2020		70.64	1,373.66
04/07/2020	Peoples Gas	Check	604	Gas - 8055Bldg - 01/23/2020-02/11/2020		55.43	1,318.23
04/07/2020	Peoples Gas	Check	604	Gas - 8051Bldg - 01/23/2020-02/11/2020		149.39	1,168.84
04/07/2020	Peoples Gas	Check	604	Gas - 8047Bldg - 01/23/2020-02/11/2020		25.00	1,143.84
04/07/2020	Peoples Gas	Check	604	Gas - 8053Bldg - 01/23/2020-02/11/2020		1,282.73	-138.89
04/07/2020	Peoples Gas	Check	604	Gas - Bldg 8051 - 01/23/2020 - 03/19/2020		98.50	-237.39
04/07/2020	Peoples Gas	Check	605	Gas - Bldg 8049 - 02/19/2020 - 03/19/2020		69.63	-307.02
04/07/2020	Peoples Gas	Check	605	Gas - Bldg 8051 - 01/23/2020 -02/07/2020		25.00	-332.02
04/13/2020		JE		AP from WPD Maintenance	3,000.00		2,667.98
04/16/2020	Ventus Holdings, LLC	Check	606	Subsidized Rent - CHA Payment - March / April		1,164.00	1,503.98
04/30/2020	WPD Management LLC	Check	607	Property Management Fee - Property Management Fee for 04/2020		19.70	1,484.28
05/02/2020	Peoples Gas	Check	610	Gas - 8049 Bldg - 03/20/2020 - 04/17/2020		123.98	1,360.30
05/02/2020	Peoples Gas	Check	610	Gas - 8049 Bldg - 01/23/2020 - 02/11/2020		25.00	1,335.30
05/02/2020	Peoples Gas	Check	610	Gas - 8047 Bldg - 01/23/2020 - 02/10/2020		25.00	1,310.30

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
05/02/2020	Peoples Gas	Check	610	Gas - 8051 Bldg - 01/23/2020 - 02/11/2020		25.00	1,285.30
05/02/2020	Peoples Gas	Check	610	Gas - 8051 Bldg - 01/23/2020 - 02/07/2020		25.00	1,260.30
05/02/2020	Peoples Gas	Check	610	Gas - 8055 Bldg - 01/23/2020 - 02/11/2020		55.43	1,204.87
05/02/2020	Peoples Gas	Check	610	Gas - 8047 Bldg - 01/23/2020 - 02/11/2020		25.00	1,179.87
05/05/2020		JE		Final Distribution		1,179.87	0.00
06/03/2020	Peoples Gas	Check	611	Gas - 8049 Bldg - 03/20/2020 - 04/17/2020		65.60	-65.60
06/10/2020		JE	952	WPD A/P	500.00		434.40
06/10/2020		JE	954	A/P Repayment		434.40	0.00
				Ending Cash Balance			0.00
Total					27,113.42	28,810.15	

Property Cash Summary

Required Reserves	0.00
Prepayments	188.00
Work Order Estimates	0.00

EXHIBIT 7

WPD Management LLC

Period: 01 Jun 2020-08 Dec 2020

Property Manager: Robert Ellis

PO Box 377950
Chicago, IL 60637

Owner Statement



EQUITY BUILD

--



Properties

**SOLD - 9/23/20 - DO NOT
USE - 7051 S Bennett Ave
Chicago, IL 60649**

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
				Beginning Cash Balance as of 06/01/2020			-15.17
06/01/2020	WPD Management LLC - 34	Check	105	Maintenance / Repair - Cut padlock off to gain access to roof		48.00	-63.17
06/03/2020	Tamara Milliner	Receipt	CC	7051-202 - Subsidized Rent - June 2020	750.00		686.83
06/05/2020	WPD Management LLC	Check	106	Landscaping - Monthly Landscaping - May		30.00	656.83
06/08/2020	WPD Management LLC	Check	107	Pest Control - Pest Control - May 2020		225.00	431.83
06/09/2020	Commonwealth Edison	Check	108	7051-202 - Electricity - 04/13/2020 - 05/12/2020		39.39	392.44
06/09/2020	WPD Management LLC	Check	109	Technology Fee - 7051 S Bennett - Monthly Tech Fee		22.00	370.44
06/11/2020	WPD Management LLC	Check	110	HVAC (Heat, Ventilation, Air) - Final boiler flushes and turn off		40.00	330.44
06/11/2020	City of Chicago - Water	Check	111	Water - Water Bill		1,621.14	-1,290.70
06/12/2020		JE	624	AT&T Auto Payment		98.28	-1,388.98
06/12/2020	Independent Recycling Services	Check	112	Refuse - 7051 Bldg - Monthly Refuse Payment		210.00	-1,598.98
06/12/2020		JE	990	WPD AP	1,000.00		-598.98
06/15/2020	WPD Management LLC - 35	Check	113	7051-204 - Maintenance / Repair - Inspected radiators and boiler system, turned main switch off to boiler system		60.00	-658.98
06/15/2020		JE	1040	AP from Receivership	7,000.00		6,341.02
06/16/2020		JE	1041	AP Repayment to WPD		8,000.00	-1,658.98
06/16/2020	Lakeside Glass, Door and Metal	Check	114	Maintenance / Repair - Removed broken glass and installed new glass.		375.00	-2,033.98
06/17/2020	Gerald Hamilton	Check	115	Miscellaneous Labor - 6/16/20 Haul trees and debris		60.00	-2,093.98

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
06/18/2020		JE	1090	WPD AP	3,000.00		906.02
06/19/2020	Mohammed Khan	Receipt	1061	1912-71 - Resident Paid Rent - June 2020	1,500.00		2,406.02
06/19/2020	Merline Jenkins	Receipt	2629	7051-204 - Prepaid Rent - Prepaid Tenant Paid Rent	755.00		3,161.02
06/23/2020	WPD Management LLC - 22	Check	116	Maintenance / Repair - Adjusted door closer and installed knob on entry door		92.00	3,069.02
06/23/2020		JE	1126	WPD A/P	4,000.00		7,069.02
06/23/2020	WPD Management LLC	Check	117	Janitorial Expense - Janitorial - June		1,000.00	6,069.02
06/23/2020		JE	1365	Peoples Gas AutoPay		971.00	5,098.02
06/24/2020	Peoples Gas	Check	118	7051-305 - Gas - 05/08/2020 - 06/06/2020		90.95	5,007.07
06/24/2020	Peoples Gas	Check	118	7051-302 - Gas - 05/08/2020 - 06/06/2020		54.01	4,953.06
06/24/2020	Peoples Gas	Check	118	7051-203 - Gas - 05/08/2020 - 06/06/2020		49.82	4,903.24
06/24/2020	Peoples Gas	Check	118	7051-201 - Gas - 05/08/2020 - 06/06/2020		45.66	4,857.58
06/25/2020	WPD Management LLC	Check	119	Security Service - House Sitter Reimbursement - June		1,000.00	3,857.58
06/26/2020		JE	1366	ComEd Payment		145.19	3,712.39
06/26/2020		JE	1367	ComEd Payment		24.80	3,687.59
06/30/2020		JE	982	AT&T Auto Payment		226.99	3,460.60
06/30/2020	Commonwealth Edison	Check	120	7051-202 - Electricity - 05/12/2020 - 06/11/2020		79.43	3,381.17
06/30/2020	WPD Management LLC	Check	121	Property Management Fee - Property Management Fee for 05/2020		37.50	3,343.67
06/30/2020	WPD Management LLC	Check	121	Property Management Fee - Property Management Fee for 06/2020		150.25	3,193.42
07/01/2020		JE	1971	AT&T Payment		226.99	2,966.43
07/02/2020	Tamara Milliner	Receipt		7051-202 - Subsidized Rent - July 2020	750.00		3,716.43
07/07/2020	Super Glass 4 U	Check	122	Maintenance / Repair - Replaced store front window.		360.00	3,356.43
07/07/2020	WPD Management LLC	Check	123	Landscaping - Landscaping - June 2020		60.00	3,296.43
07/08/2020	WPD Management LLC	Check	125	Pest Control - Pest Control - June 2020		225.00	3,071.43
07/10/2020	Independent Recycling Services	Check	126	Refuse - 7051 Bldg - Monthly Refuse Payment		210.00	2,861.43
07/10/2020	WPD Management LLC	Check	127	Technology Fee - 7051 S Bennett - Monthly Tech Fee		22.00	2,839.43
07/14/2020		JE	1257	AT&T Payment		98.28	2,741.15
07/23/2020	WPD Management LLC	Check	128	Janitorial Expense - Janitorial - July		1,000.00	1,741.15
07/24/2020	Peoples Gas	ACH payment		Gas - 7051 Bldg - 06/07/2020 - 07/09/2020		971.00	770.15

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
07/24/2020	Mohammed Khan	Receipt	9421239076	1912-71 - Resident Paid Rent - July 2020	1,500.00		2,270.15
07/28/2020	Commonwealth Edison	Check	129	7051-304 - Electricity - 06/11/2020 - 07/13/2020		22.72	2,247.43
07/28/2020	Commonwealth Edison	Check	129	7051-302 - Electricity - 06/11/2020 - 07/13/2020		31.17	2,216.26
07/28/2020	Commonwealth Edison	Check	129	7051-201 - Electricity - 06/11/2020 - 07/13/2020		23.17	2,193.09
07/28/2020	Commonwealth Edison	Check	129	7051-202 - Electricity - 06/11/2020 - 07/13/2020		104.44	2,088.65
07/28/2020	WPD Management LLC - 24	Check	130	Maintenance / Repair - Annual boiler servicing		156.00	1,932.65
07/28/2020	WPD Management LLC - 35	Check	131	Maintenance / Repair - Rewired and secured time clock, installed light bulb, reinstalled fixture and restored lighting in common areas		96.88	1,835.77
07/30/2020		JE	1729	AT&T Auto Pay		227.63	1,608.14
07/30/2020	WPD Management LLC	Check	133	Security Service - House Sitter Reimbursement - July		1,250.00	358.14
07/30/2020	Merline Jenkins	Receipt	9137332390	7051-204 - Prepaid Rent - Prepaid Tenant Paid Rent	755.00		1,113.14
07/31/2020	Commonwealth Edison	ACH payment		Electricity - 7051 Bldg - 06/11/2020 - 07/13/2020		75.57	1,037.57
07/31/2020	Commonwealth Edison	ACH payment		Electricity - 1904 Bldg - 06/11/2020 - 07/13/2020		25.17	1,012.40
07/31/2020	WPD Management LLC	Check	134	Property Management Fee - Property Management Fee for 07/2020		150.25	862.15
07/31/2020		JE	2620	Bank Fees		272.00	590.15
08/10/2020	Mohammed Khan	Receipt	9814	1912-71 - Resident Paid Rent - August 2020	1,500.00		2,090.15
08/10/2020	City of Chicago - Water	Check	136	Water - Water Bill		1,210.32	879.83
08/11/2020	WPD Management LLC	Check	137	Technology Fee - 7051 S Bennett - Monthly Tech Fee		22.00	857.83
08/11/2020	WPD Management LLC	Check	138	Landscaping - Landscaping - July 2020		60.00	797.83
08/13/2020		JE	1889	AT&T Auto Payment		99.41	698.42
08/13/2020	Independent Recycling Services	Check	139	Refuse - 7051 Bldg - Monthly Refuse Payment		210.00	488.42
08/17/2020	WPD Management LLC	Check	140	Pest Control - 7840 S Yates - Pest Control - July 2020		225.00	263.42
08/18/2020	Tamara Milliner	ECP receipt	349B-AD10	7051-202 - Resident Paid Rent - August 2020	500.00		763.42
08/24/2020	Commonwealth Edison	Check	141	7051-304 - Electricity - 07/13/2020 - 08/11/2020		18.58	744.84
08/24/2020	Commonwealth Edison	Check	141	7051-302 - Electricity - 07/13/2020 - 08/11/2020		33.68	711.16
08/24/2020	Commonwealth Edison	Check	141	7051-203 - Electricity - 07/13/2020 - 08/11/2020		0.07	711.09

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
08/24/2020	Commonwealth Edison	Check	141	7051-201 - Electricity - 07/13/2020 - 08/11/2020		18.58	692.51
08/24/2020	Peoples Gas	Check	142	7051-302 - Gas - 07/10/2020 - 08/10/2020		6.89	685.62
08/24/2020	Peoples Gas	Check	142	7051-203 - Gas - 07/10/2020 - 08/10/2020		25.61	660.01
08/24/2020	Peoples Gas	Check	142	7051-201 - Gas - 07/10/2020 - 08/10/2020		3.82	656.19
08/24/2020	Peoples Gas	Check	142	7051-305 - Gas - 07/10/2020 - 08/10/2020		12.68	643.51
08/24/2020	WPD Management LLC - 1	Check	143	7051-206 - Maintenance / Repair - Investigated cause of leak and replaced supply lines to bathroom sink in unit above		222.58	420.93
08/25/2020	Peoples Gas	ACH payment		Gas - 7051 Bldg - 07/10/2020 - 08/09/2020		971.00	-550.07
08/27/2020	WPD Management LLC	Check	144	Security Service - House Sitter Reimbursement - August		1,000.00	-1,550.07
08/28/2020	Commonwealth Edison	Check	145	7051-202 - Electricity - 07/13/2020 - 08/11/2020		102.64	-1,652.71
08/28/2020	Commonwealth Edison	ACH payment		Electricity - 7051 Bldg - 07/13/2020 - 08/11/2020		89.37	-1,742.08
08/28/2020	Commonwealth Edison	ACH payment		Electricity - 1904 Bldg - 07/13/2020 - 08/11/2020		24.80	-1,766.88
08/31/2020	WPD Management LLC	Check	146	Janitorial Expense - Janitorial - August		1,000.00	-2,766.88
08/31/2020	Merline Jenkins	Receipt		7051-204 - Prepaid Rent - Prepaid Any	755.00		-2,011.88
08/31/2020	WPD Management LLC	Check	147	Property Management Fee - Property Management Fee for 08/2020		137.75	-2,149.63
09/01/2020		JE	3492	AT&T Auto Payment		228.35	-2,377.98
09/09/2020	WPD Management LLC	Check	148	Technology Fee - 7051 S Bennett - Monthly Tech Fee		22.00	-2,399.98
09/09/2020	Tamara Milliner	ECP receipt	5F21-8410	7051-202 - Resident Paid Rent - August 2020	250.00		-2,149.98
09/09/2020	Tamara Milliner	ECP receipt	5F21-8410	7051-202 - Resident Paid Rent - September 2020	670.00		-1,479.98
09/11/2020		JE	3002	WPD AP	2,000.00		520.02
09/14/2020		JE	2750	AT&T Auto Payment		230.79	289.23
09/15/2020	Mohammed Khan	Receipt	9505828528	1912-71 - Resident Paid Rent - September 2020	1,500.00		1,789.23
09/16/2020	WPD Management LLC	Check	149	Landscaping - Landscaping - August		30.00	1,759.23
09/18/2020	Peoples Gas	Check	150	7051-203 - Gas - 08/11/2020 - 09/08/2020		26.45	1,732.78
09/18/2020	Peoples Gas	Check	150	7051-305 - Gas - 08/11/2020 - 09/08/2020		50.18	1,682.60
09/18/2020	Peoples Gas	Check	150	7051-201 - Gas - 08/11/2020 - 09/08/2020		24.04	1,658.56
09/18/2020	WPD Management LLC	Check	151	Pest Control - Pest Control - August 2020		225.00	1,433.56
09/21/2020	Independent Recycling Services	Check	152	Refuse - 7051 Bldg - Monthly Refuse Payment		210.00	1,223.56
09/21/2020	Mohammed Khan	Receipt		1912-71 - Resident Paid Rent - April 2020	1,500.00		2,723.56

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
09/21/2020	Mohammed Khan	Receipt		1912-71 - Resident Paid Rent - May 2020	1,500.00		4,223.56
09/23/2020	Peoples Gas	Payment	7051 bldg	Gas - 7051 Bldg - 08/10/2020 - 09/07/2020		971.00	3,252.56
09/25/2020	Peoples Gas	Check	153	7051-302 - Gas - 08/11/2020 - 09/08/2020		24.04	3,228.52
09/25/2020	Commonwealth Edison	Check	154	7051-202 - Electricity - 08/11/2020 - 09/10/2020		113.54	3,114.98
09/29/2020	WPD Management LLC - 24	Check	155	Maintenance / Repair - 9/16 - Turned on boiler system		24.00	3,090.98
09/30/2020	Commonwealth Edison	ACH payment		Electricity - 7051 Bldg - 08/11/2020 - 09/10/2020		84.64	3,006.34
09/30/2020	Commonwealth Edison	ACH payment		Electricity - 1904 Bldg - 08/11/2020 - 09/10/2020		24.82	2,981.52
09/30/2020	WPD Management LLC	Check	156	Property Management Fee - Property Management Fee for 09/2020		308.75	2,672.77
09/30/2020	WPD Management LLC	Check	157	Security Service - 7051 - House Sitter Reimbursement - September		1,000.00	1,672.77
09/30/2020	WPD Management LLC	Check	158	Janitorial Expense - 7051 - Janitorial - September 2020		1,000.00	672.77
10/01/2020		JE	3535	AT&T Auto Payment - Sept		228.35	444.42
10/13/2020		JE	3274	AT&T Auto Payment		179.69	264.73
10/13/2020	Commonwealth Edison	ACH payment		Electricity - 7051 Bldg, Final - 09/10/2020 - 09/28/2020		32.89	231.84
10/15/2020	Peoples Gas	Check	159	Gas - 7051 Bldg - 09/09/2020 - 10/01/2020		19.36	212.48
10/15/2020	Peoples Gas	Check	159	Gas - 7051 Bldg - 09/09/2020 - 10/01/2020		38.31	174.17
10/15/2020	Peoples Gas	Check	159	Gas - 7051 Bldg - 09/09/2020 - 10/01/2020		18.39	155.78
10/15/2020	WPD Management LLC	Check	160	Pest Control - 7051 - Pest Control - September 2020		225.00	-69.22
10/15/2020	WPD Management LLC	Check	161	Landscaping - Landscaping - October 2020		30.00	-99.22
10/19/2020	Peoples Gas	Check	162	Gas - 7051 Bldg - 09/09/2020 - 10/01/2020		18.92	-118.14
10/21/2020	Commonwealth Edison	Check	163	Electricity - 7051 Bldg - 09/10/2020 - 10/09/2020		87.83	-205.97
10/21/2020	Peoples Gas	Check	164	Gas - 7051 Bldg - 09/09/2020 - 10/12/2020		27.04	-233.01
10/21/2020	Peoples Gas	Check	164	Gas - 7051 Bldg - 09/09/2020 - 10/12/2020		29.01	-262.02
10/21/2020	Peoples Gas	Check	164	Gas - 7051 Bldg - 09/09/2020 - 10/12/2020		56.49	-318.51
10/28/2020	Commonwealth Edison	ACH payment		Electricity - 1904 Bldg - 09/10/2020 - 10/09/2020		24.82	-343.33
10/28/2020	Peoples Gas	Check	165	Gas - 7051 Bldg - 09/09/2020 - 10/15/2020		30.42	-373.75
10/29/2020	WPD Management LLC	Check	166	Janitorial Expense - Final		1,000.00	-1,373.75
11/02/2020	Commonwealth Edison	Check	167	Electricity - 7051-202 Bldg, Final - 10/09/2020- 10/21/2020		127.77	-1,501.52
11/03/2020		JE	4753	ComEd Utility Payment - Final		8.27	-1,509.79
11/12/2020		JE	3935	AT&T Auto Pay - Final		180.68	-1,690.47
12/01/2020		JE	4907	6/26 Rental Income - Confirmed Deposit	2,000.00		309.53

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
Ending Cash Balance							309.53
Total					33,185.00	32,860.30	

Property Cash Summary

Required Reserves		0.00
Prepayments		0.00
Work Order Estimates		0.00

EXHIBIT 8



IN THE CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS

<p>CITY OF CHICAGO, a Municipal Corporation, Petitioner,) v.) Equitybuild, Inc. C/O Jerry Cohen) 1050 8TH AVE N) NAPLES, FL 34102) , Respondent.)</p>	<p>Address of Violation: 431 E 42nd Place Docket #: 19DS51120L Issuing City Department: Streets and Sanitation</p>
--	--

FINDINGS, DECISIONS & ORDER

This matter coming for Hearing, notice given and the Administrative Body advised in the premises, having considered the motions, evidence and arguments presented, IT IS ORDERED: As to the count(s), this tribunal finds by a preponderance of the evidence and rules as follows:

<u>Finding</u>	<u>NOV#</u>	<u>Count(s)</u>	<u>Municipal Code Violated</u>	<u>Penalties</u>
Default - Liable by prove-up	251120L	1	7-28-750(a) No Noncombustible Fence Around Open Lot	\$600.00
		2	7-28-740 Open lot - nuisance.	\$1,200.00

Sanction(s):

FAILURE TO APPEAR

Admin Costs: \$40.00

JUDGMENT TOTAL: \$1,840.00

Balance Due: \$1,840.00

Respondent is ordered to come into immediate compliance with any/all outstanding Code violations.

You have 21 days from the above mailing date to file a motion to set-aside (void) this default order for good cause with the Dept. of Administrative Hearings (400 W. Superior). You may have more than 21 days if you can show you were not properly served with the violation notice. Your right to appeal this order to the Circuit Court of Cook County (Daley Center 6th Fl.) may be prohibited by the Court if you fail to first file a motion to set-aside with the Dept. of Administrative Hearings.

ENTERED: 	41	Sep 26, 2019
Administrative Law Judge	ALO#	Date

This Order may be appealed to the Circuit Court of Cook Co. (Daley Center 6th Fl.) within 35 days by filing a civil law suit and by paying the appropriate State mandated filing fees.

Pursuant to Municipal Code Chapter 1-19, the city's collection costs and attorney's fees shall be added to the balance due if the debt is not paid prior to being referred for collection.



IN THE CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS

<p>CITY OF CHICAGO, a Municipal Corporation, Petitioner,) v.) Equitybuild, Inc. C/O Jerry Cohen) 1050 8TH AVE N) NAPLES, FL 34102) , Respondent.)</p>	<p>Address of Violation: 431 E 42nd Place Docket #: 19DS51095L Issuing City Department: Streets and Sanitation</p>
--	--

FINDINGS, DECISIONS & ORDER

This matter coming for Hearing, notice given and the Administrative Body advised in the premises, having considered the motions, evidence and arguments presented, IT IS ORDERED: As to the count(s), this tribunal finds by a preponderance of the evidence and rules as follows:

<u>Finding</u>	<u>NOV#</u>	<u>Count(s)</u>	<u>Municipal Code Violated</u>	<u>Penalties</u>
Default - Liable by prove-up	251095L	1	7-28-750(a) No Noncombustible Fence Around Open Lot	\$600.00
		2	7-28-120(a) Uncut weeds.	\$1,200.00

Sanction(s):

FAILURE TO APPEAR

Admin Costs: \$40.00

JUDGMENT TOTAL: \$1,840.00

Balance Due: \$1,840.00

Respondent is ordered to come into immediate compliance with any/all outstanding Code violations.

You have 21 days from the above mailing date to file a motion to set-aside (void) this default order for good cause with the Dept. of Administrative Hearings (400 W. Superior). You may have more than 21 days if you can show you were not properly served with the violation notice. Your right to appeal this order to the Circuit Court of Cook County (Daley Center 6th Fl.) may be prohibited by the Court if you fail to first file a motion to set-aside with the Dept. of Administrative Hearings.

ENTERED: 	41	Sep 26, 2019
Administrative Law Judge	ALO#	Date

This Order may be appealed to the Circuit Court of Cook Co. (Daley Center 6th Fl.) within 35 days by filing a civil law suit and by paying the appropriate State mandated filing fees.

Pursuant to Municipal Code Chapter 1-19, the city's collection costs and attorney's fees shall be added to the balance due if the debt is not paid prior to being referred for collection.

EXHIBIT 9



**IN THE CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

CITY OF CHICAGO , a Municipal Corporation, Petitioner,	)	Address of Violation:
	)	431 E 42nd Place
v.)	
)	
Equitybuild, Inc. C/O Jerry Cohen	)	Docket #: 19DS51095L
1050 8TH AVENUE)	
NAPLES, FL 34102	)	Issuing City
	)	Department: Streets and Sanitation
, Respondent,)	

FINDINGS, DECISIONS & ORDER

This matter coming for Hearing, notice given and the Administrative Body advised in the premises, having considered the motions, evidence and arguments presented, IT IS ORDERED: As to the count(s), this tribunal finds by a preponderance of the evidence and rules as follows:

<u>Finding</u>	<u>NOV#</u>	<u>Count(s)</u>	<u>Municipal Code Violated</u>	<u>Penalties</u>
City Non suit - Motion to set-aside default - Granted	251095L	1	7-28-750(a) No Noncombustible Fence Around Open Lot	\$0.00
Liable - By Plea - Motion to set-aside default granted	251095L	2	7-28-120(a) Uncut weeds.	\$600.00

Sanction(s):

Storage Fee
Tow Fee

advanced from 11/20 Room 105

Admin Costs: \$60.00

JUDGMENT TOTAL: \$660.00

Balance Due: \$660.00

Respondent is ordered to come into immediate compliance with any/all outstanding Code violations.

Prior default order(s) of Sep 26, 2019, is hereby vacated.

ENTERED: _____	76	Nov 18, 2020
Administrative Law Judge	ALO#	Date

This Order may be appealed to the Circuit Court of Cook Co. (Daley Center 6th Fl.) within 35 days by filing a civil law suit and by paying the appropriate State mandated filing fees.

Pursuant to Municipal Code Chapter 1-19, the city's collection costs and attorney's fees shall be added to the balance due if the debt is not paid prior to being referred for collection.



**IN THE CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

<p>CITY OF CHICAGO, a Municipal Corporation, Petitioner,) v.) Equitybuild, Inc. C/O Jerry Cohen) 1050 8TH AVE N) NAPLES, FL 34102) , Respondent.)</p>	<p>Address of Violation: 431 E 42nd Place Docket #: 19DS51017L Issuing City Department: Streets and Sanitation</p>
--	--

FINDINGS, DECISIONS & ORDER

This matter coming for Hearing, notice given and the Administrative Body advised in the premises, having considered the motions, evidence and arguments presented, IT IS ORDERED: As to the count(s), this tribunal finds by a preponderance of the evidence and rules as follows:

<u>Finding</u>	<u>NOV#</u>	<u>Count(s)</u>	<u>Municipal Code Violated</u>	<u>Penalties</u>
City Non suit - Motion to set-aside default - Granted	251017L	1	7-28-120(a) Uncut weeds.	\$0.00

Sanction(s):

Storage Fee
Tow Fee

advanced from 11/20 Room 105

Admin Costs: \$0.00

JUDGMENT TOTAL: \$0.00

Balance Due: \$0.00

Prior default order(s) of Sep 26, 2019, is hereby vacated.

ENTERED:	76	Nov 18, 2020
Administrative Law Judge	ALO#	Date

This Order may be appealed to the Circuit Court of Cook Co. (Daley Center 6th Fl.) within 35 days by filing a civil law suit and by paying the appropriate State mandated filing fees.

Pursuant to Municipal Code Chapter 1-19, the city's collection costs and attorney's fees shall be added to the balance due if the debt is not paid prior to being referred for collection.



**IN THE CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

CITY OF CHICAGO, a Municipal Corporation, Petitioner,	)	Address of Violation:
	)	431 E 42nd Place
v.)	
)	
Equitybuild, Inc. C/O Jerry Cohen	)	Docket #: 19DS51120L
1050 8TH AVE N)	
NAPLES, FL 34102	)	Issuing City
	)	Department: Streets and Sanitation
, Respondent.)	

FINDINGS, DECISIONS & ORDER

This matter coming for Hearing, notice given and the Administrative Body advised in the premises, having considered the motions, evidence and arguments presented, IT IS ORDERED: As to the count(s), this tribunal finds by a preponderance of the evidence and rules as follows:

<u>Finding</u>	<u>NOV#</u>	<u>Count(s)</u>	<u>Municipal Code Violated</u>	<u>Penalties</u>
City Non suit - Motion to set-aside default - Granted	251120L	1	7-28-750(a) No Noncombustible Fence Around Open Lot	\$0.00
		2	7-28-740 Open lot - nuisance.	\$0.00

Sanction(s):

Storage Fee
Tow Fee

advanced from 11/20 Room 105

Admin Costs: \$0.00

JUDGMENT TOTAL: \$0.00

Balance Due: \$0.00

Prior default order(s) of Sep 26, 2019, is hereby vacated.

ENTERED:	76	Nov 18, 2020
Administrative Law Judge	ALO#	Date

This Order may be appealed to the Circuit Court of Cook Co. (Daley Center 6th Fl.) within 35 days by filing a civil law suit and by paying the appropriate State mandated filing fees.

Pursuant to Municipal Code Chapter 1-19, the city's collection costs and attorney's fees shall be added to the balance due if the debt is not paid prior to being referred for collection.

EXHIBIT 10



Ellen Duff <eduff@rdaplawn.net>

Attorney Lien: 4520 S Drexel Ave, Unit 1D - Lorrain Thomas

Lynnette Reardon <LRearon@rosenthalbros.com>
To: "eduff@rdaplawn.net" <eduff@rdaplawn.net>
Cc: "Michael S. DeGeorge" <MDeGeorge@rosenthalbros.com>

Wed, Aug 7, 2019 at 3:57 PM

Ellen,

Please see attached and below we received today for an EquityBuild location.

We will need to file this claim.

Lynnette

Lynnette Reardon
Rosenthal Brothers, Inc.
Main Office Phone: (847) 940-4300
Direct Phone: (847) 964-9000
Fax: (847) 940-4315
lreardon@rosenthalbros.com



Certificates of Insurance for Condominium, Townhome and Homeowner Associations can be obtained from our website at www.condocertificate.com. If you do not have internet access please call our Certificate Hotline at (847) 940-4184.



From: Patrick Ryan [mailto:patrick@wpdmanagement.com]
Sent: Wednesday, August 07, 2019 3:03 PM
To: Michael S. DeGeorge
Subject: Attorney Lien: [4520 S Drexel Ave, Unit 1D](#) - Lorrain Thomas

Good Afternoon Michael,

The above reference tenant has hired an attorney and sent us the attached lien notices.

I have included all the information we have on the situation. At this time no actual suit has been filed or paperwork served beyond the notices received via mail.

Let me know if you have any questions.

--



PATRICK RYAN

**Director of Property
Management**







phone: 630.715.6157

site: wpdmanagement.com

email: patrick@wpdmanagement.com

address: [765 E 69th Place,](#)
[Chicago, IL 60637](#)

6 attachments

-  **20181029171722621.pdf**
144K
-  **2018 11 9 - Lawsuit Photos Timeline - 4520 1D - Lorraine Thomas.docx**
63K
-  **2018 11 9 - Lawsuit Workorder Notes - 4520 1D - Lorraine Thomas.pdf**
45K
-  **2018 11 9 - Lawsuit Workorder - 4520 1D - Lorraine Thomas.pdf**
54K
-  **2018 11 9 - Lawsuit text messages - 4520 1D - Lorraine Thomas.docx**
161K
-  **20190807101442540 (1).pdf**
201K

LAW OFFICES OF
MARK L. KARNO & ASSOCIATES, L.L.C.

33 North La Salle Street
Suite 3500
Chicago, Illinois 60602
312-284-1480
Facsimile #312-701-0600
A.MILFELT@KARNOLAW.COM

MARK L. KARNO

BENJAMIN SWEENEY
ANDREW J. MAZZUCA
JESSE GONZALEZ
KURT D. HYZY

Fox Valley Office
By Appointment Only:
1444 N. Farnsworth Ave
Suite 105
Aurora, IL 60505
630-406-8400

August 2, 2019

VIA CERTIFIED/ REGULAR MAIL

7014 1820 0000 3020 5791

WPD Management, LLC
765 E 69th Place
Chicago, IL 60637

RE: Thomas, Lorraine v WPD Management LLC & SSDF1 4520 S DREXEL LLC f/k/a 4520 26 S Drexel LLC
Our Client(s): Lorraine Thomas
Our File Number: 19-269

Dear Sir or Madam:

Please be advised that we have been retained by **Lorraine Thomas** to enforce her claim against you arising out of your negligence in the maintenance of your property located at 4520 S. Drexel Boulevard, Apt. 10, Chicago, IL in failing to maintain the plumbing in the unit above Apartment 10 and the ceiling in Apartment 10, in violation of Section 13-196-540 of the City of Chicago Building Maintenance Code which provides in pertinent part:

Residential buildings - Floors, interior walls and ceilings - Maintenance.

Every floor, interior wall, and ceiling shall be kept in sound condition and good repair and further,

- (a) Every floor shall be free of holes and wide cracks which might admit rodents, or which constitute a possible accident hazard.
- (c) Every interior wall and ceiling shall be free of holes and large cracks.
- (d) All interior walls, ceilings and interior woodwork shall be free of flaking, peeling, chipped or loose paint, plaster or structural material.
- (e) Plaster, paint and other surface materials shall be of such character as to be easily cleanable, and are reasonably smooth, clean and tight.
- (f) Every toilet room and bathroom floor surface shall be substantially impervious to water and be capable of being maintained easily in a clean and sanitary condition.

resulting in injuries to Lorraine Thomas on or about August 27, 2018. Demand is further made upon you to maintain all videotape and photographs of this occurrence and the scene of the occurrence, at the time of, immediately before and after the occurrence alleged to have taken place herein. Attached to this letter, you will find a copy of our Attorney's Lien which you should immediately forward on to your insurance carrier. **If you did not maintain insurance for this occurrence it is imperative that you contact us immediately.** If we do not hear from you on this matter within **ten (10) days** from the date hereof, we will be compelled to institute legal action against you to enforce this claim.

Best regards,
MARK L. KARNO & ASSOCIATES


MARK L. KARNO

MLK/am
Enclosure(s)

NOTICE OF ATTORNEY'S LIEN

August 2, 2019

WPD Management, LLC
765 E 69th Place
Chicago, IL 60637

RE: Thomas, Lorraine v WPD Management LLC & SSDF1 4520 S DREXEL LLC f/k/a 4520 26 S Drexel LLC

Our Client(s): Lorraine Thomas

Our File Number: 19-269

To Whom It May Concern:

YOU ARE HEREBY NOTIFIED that **Lorraine Thomas** has placed in our hands as her attorneys for suit or collection, a claim, demand or cause of action against you growing out of personal injuries sustained as the result of **your negligence in the maintenance of your property located at 4520 S. Drexel Boulevard, Apt. 10, Chicago, resulting in injuries to Lorraine Thomas on or about August 27, 2018.**, and has agreed to pay us for such services as a fee a sum equal to one third (1/3) of whatever amount may be recovered therefrom settlement or forty (40%) by suit, and that we claim a lien upon said claim, demand or cause of action for such fee.



MARK L. KARNO
MARK L. KARNO AND ASSOCIATES
33 North La Salle Street
Suite 3500
Chicago, Illinois 60602
312-701-0090

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, under penalties of perjury as provided for by Illinois Code of Civil Procedure Section 1-109 hereby certifies that he/she served the above Notice by mailing a copy of the same by Certified Mail and First Class Mail, properly enclosed, stamped and addressed to the above-named party at said address on August 2, 2019.



Mark L. Karno

MLK/am

EXHIBIT 11

Ellen Duff

From: Gerber, Craig <Craig_Gerber@cinfin.com> on behalf of Gerber, Craig
Sent: Wednesday, September 2, 2020 12:03 AM
To: eduff@rdaplax.net
Subject: Claim 3400451--Lorraine Thomas
Attachments: Equity Build Liability Deductible.pdf

Hello Ms. Duff,

I hope you are doing well.

This claim for Equity Build recently settled and we have paid the settlement. Equity Build has a \$25,000 deductible per their policy. I have attached the relevant part of the policy that states the deductible amount.

I believe you are handling the account for Equity Build, if not please advise who the correct contact is.

Please forward a check made payable to The Cincinnati Insurance Companies for \$25,000 and send to the below PO box. Upon receipt I will note our file accordingly and send the check for processing.

Please let me know if you have any questions.

Thank you,

Craig Gerber
Field Claims Specialist
Cincinnati Insurance Co.
P.O. Box 47535
Chicago, IL 60647
Cell: 715-701-0504
Fax: 888-876-0628

Confidentiality notice: *The information included in this email, including any attachments, is for the sole use of the intended recipient and may contain information that is confidential and protected. Any unauthorized review, use, disclosure, distribution or similar action is prohibited. If you are not the intended recipient, please contact the sender and delete all copies of the original message immediately. For additional information on our privacy policies, including state specific information, please visit our [privacy policy](#).*

EXHIBIT 12

WHEREAS, Kevin B. Duff, as receiver (“Receiver”) for EquityBuild, filed an Eleventh Motion To Confirm The Sale Of Certain Real Estate And For The Avoidance Of Certain Mortgages, Liens, Claims, And Encumbrances (the “Motion”); and

WHEREAS, the Court finds that the Receiver has given fair, adequate, and sufficient notice to all interested parties, including all mortgagees and other encumbrancers affected by the Motion;

NOW, THEREFORE, it is hereby ORDERED that:

1. The Motion is GRANTED.
2. The Receiver is authorized to sell the real property and improvements at 7237-43

South Bennett free and clear of:

- a. that certain Mortgage dated November 18, 2016, and recorded January 13, 2017 as Document No. 1701318126 in favor of Pat Desantis, as to an undivided 5.13% interest; Wealth Builders 1, LLC, as to an undivided 2.56% interest; Bill Akins, as to an undivided 1.79% interest; Carolyn W. Wagnon, as to an undivided 0.77% interest; Vladimir Matviishin, doing business as Network Expert, as to an undivided 2.56% interest; Influx Investments, LLC, as to an undivided 2.56% interest; JDSKPS LLC, as to an undivided 7.69% interest; John Bloxham, as to an undivided 2.56% interest; iPlanGroup Agent for Custodian FBO Paula Levand IRA, as to an undivided 2.31% interest; Weeks Property Solutions 401(k) Plan, as to an undivided 2.56% interest; Duane Young, as to an undivided 1.54% interest; Alton P. Motes & Vicki Elaine Washburn JTWROS, as to an undivided 1.79% interest; Scott H. Eaton, as to an undivided 2.56% interest; iPlanGroup Agent for Custodian FBO William Jack Needham IRA Account #3300944, as to an undivided 1.79% interest; Shelton Family Trust, as to an undivided 0.77% interest;

iPlanGroup Agent for Custodian FBO Jacqueline C. Rowe IRA, as to an undivided 3.08% interest; Teton Equity Group, LLC, as to an undivided 5.13% interest; CAMA SDIRA, LLC FBO Bill Akins IRA, as to an undivided 5.13% interest; Coleman Scheuller, as to an undivided 2.05% interest; Vartan Tarachyan, Trustee for defined Benefits Pension Plan and 401K Plan, as to an undivided 1.03% interest; iPlanGroup Agent for Custodian FBO Jason Burke Ragan IRA Account # 3300445 1.31% interest; Paul S. Scribner Revocable Trust dated, May 15, 2003, as to an undivided 2.56% interest; Larry J. Eggenberger, as to an undivided 2.56% interest; iPlanGroup Agent for Custodian FBO James Sullivan IRA, as to an undivided 1.54% interest; iPlanGroup Agent for Custodian FBO Ed Bancroft IRA Acct. No. 3320329, as to an undivided 0.67% interest; John and Cynthia Braden, as to an undivided 2.56% interest; Optima Property Solutions, LLC, as to an undivided 3.33% interest; Annie Chang, as to an undivided 0.41% interest; Steven Bald, as to an undivided 3.08% interest; Hang Zhou and Lu Dong, as to an undivided 2.56% interest; Quest IRA Inc. FBO Francis Webb IRA #1437711, as to an undivided 0.62% interest; Wisemove Properties, LLC, as to an undivided 10.26% interest; Rita Aken, as to an undivided 1.28% interest; iPlanGroup Agent for Custodian FBO 3300593 IRA, as to an undivided 0.04% interest; iPlanGroup Agent for Custodian FBO 3320834, Roth IRA, as to an undivided .55% interest; Quest IRA Inc. FBO Mona Leonard Roth IRA #26920-21, as to an undivided 10.26% interest; James Sullivan, as to an undivided 1.03% interest; EquityBuild, Inc., as to an undivided 0.0001% interest, to secure a note in the originally stated principal amount of \$1,950,000.00, and to the terms and conditions thereof; and

b. any lien or right to lien by Paper Street Realty LLC in connection with any work performed or allegedly performed at or for the benefit of the property at the request of EquityBuild.

3. The Receiver is hereby vested with full power and authority to execute any and all closing documents associated with the conveyance of 7237-43 South Bennett, including, but not limited to, the deeds, bill of sale, affidavit of title, and settlement statement.

4. The proceeds from the sales of 7237-43 South Bennett shall be held by the Receiver in a separate subaccount for which the Receiver shall maintain an accounting as to all sums deposited therein, and shall not be available to pay operating expenses of the Receivership nor for any other expense or distribution, absent further order of Court.

Entered:

The Honorable John Z. Lee

Date: _____

TAB A

7237-43 SOUTH BENNETT AVENUE
CHICAGO, ILLINOIS 60649
EQUITYBUILD, INC.
20-25-120-009-0000

LOT 8 AND THE NORTH 40 FEET OF LOT 9 IN COMMISSIONER'S PARTITION OF LOTS 11, 13 TO 15 IN THE COUNTY CLERK'S DIVISION OF BLOCKS 6, 11 AND 14 IN G. W. CLARKE SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT 13

3. The Receiver is authorized to withdraw funds from the segregated bank account holding proceeds from the sale of the property located at 431 E 42nd Place to pay a \$660 judgment entered by the City of Chicago Department of Administrative Proceedings.

4. The Receiver is authorized to withdraw funds from the segregated bank accounts holding proceeds from the sale of the property located at 4520 S. Drexel to pay an insurance deductible in the amount of \$25,000 to The Cincinnati Specialty Underwriters Insurance Company.

Entered:

The Honorable John Z. Lee

Date: _____