



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 638 North Avers

free and clear of:

- a. that certain Mortgage recorded January 13, 2017 as Document No. 1701318127 in favor of New Direction IRA, Inc. FBO Joel Beyer, IRA, as to an undivided 6.54% interest, TMAKINDE LLC, as to an undivided 8.77% interest, Tolu Makinde, as to an undivided 1.15% interest, iPlanGroup Agent for Custodian FBO Richard L. Braddock IRA, as to an undivided 3.85% interest, CAMA SDIRA LLC FBO Robert Guiney IRA, as to an undivided 3.14% interest, Mark P. Mouty, as to an undivided 1.92% interest, Eleven St. Felix Street Realty Corp, as to an undivided 7.69% interest, Paul N. Wilmesmeier, as to an undivided 3.85% interest, Pat Desantis, as to an undivided 19.23% interest, Madison Trust Company Custodian FBO Calvin Goad Account#M1607051 Roth IRA, as to an undivided 2.24% interest, Optima Property Solutions, LLC, as to an undivided 19.23% interest, Nicholas C. Jenks and Joyce R. Jenks, JTROS, as to an undivided 3.85% interest, Madison Trust Company Custodian FBO Leisa Goad Account #M1607050 Roth IRA, as to an undivided 2.18% interest, Madison Trust Company Custodian FBO Janet Eileen Taylor, as to an undivided 2.37% interest, iPlanGroup Agent for Custodian FBO Thomas M. Walsh IRA, as to an undivided 3.85% interest, Dean Atanasoski and Mare Atanasoski, as to an undivided 7.69% interest, Madison Trust Company Custodian FBO Rochelle Minchow, as to an undivided 2.31% interest, and iPlanGroup Agent for Custodian FBO Terri Shelton IRA #3301003, as to an undivided 0.15% interest, to secure a note in the originally stated principal amount of \$1,300,000;

- b. that certain Multifamily Mortgage, Assignment Of Rents And Security Agreement recorded June 28, 2018 as Document No. 1817934058 in favor of Sabal Capital II, LLC, to secure

a note in the originally stated principal amount of \$1,020,000, and last assigned to Federal Home Loan Mortgage Corporation by Document No. 1817934062; and

c. that certain Financing Statement evidencing an indebtedness from SSDF4 638 N Avers LLC, debtor, to Sabal TL1, LLC, secured party, recorded on June 28, 2018 as Document No. 1817934059, and last assigned to Federal Home Loan Mortgage Corporation by Document No. 1819316065.

3. The Receiver is hereby vested with full power and authority to execute any and all closing documents associated with the conveyance of 638 North Avers, including, but not limited to, the deeds, bill of sale, affidavit of title, and settlement statement.

4. The proceeds from the sales of 638 North Avers 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: 7/29/21



---

The Honorable John Z. Lee

**TAB A**

**638-40 NORTH AVERS AVENUE**  
**CHICAGO, ILLINOIS 60624**  
SSDF4 638 N AVERS LLC  
16-11-112-027-0000

LOTS 47 AND 48 IN SUBDIVISION OF BLOCK 7 IN F. HARDING'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.