Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 64

FILED
7/16/2026 4:02 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2025CH10558
Calendar, 64
39060487

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

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation, Plaintiff, v. THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW, an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS. Defendants.	)	No. 2025CH10558 2701-09 W. Fulton St., Chicago, IL

PLAINTIFF'S VERIFIED REPLY TO DEFENDANT'S AFFIRMATIVE DEFENSES TO COMPLAINT

Plaintiff FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation ("Plaintiff"), by its attorneys, Ginsberg Jacobs, LLC, in reply to the affirmative defenses of Defendant THE FULTON BUILDING, LLC ("Defendant"), states as follows:

Affirmative Defenses

1. At some point prior to the maturity of the Note at issue in thus [sic] matter, Defendant, through its officers and agents, started negotiating for the extension thereof with officers of the Plaintiff.

REPLY: Plaintiff admits that discussions with Defendant to refinance the loan occurred, but denies any and all remaining allegations in paragraph 1.

2. To ensure that Defendant's obligation s [sic] to Plaintiff remained current pas [sic] th [sic] maturity date, Defendant offered, among other things, to use financed funds from another property to use as a tax and interest escrow while working out the refinancing if [sic] the subject property.

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REPLY: Plaintiff admits that discussions with Defendant regarding the status of the loan and refinancing the loan occurred, but denies any and all remaining allegations in paragraph 2.

3. At all times, Plaintiff, through its agents and employees assured its willingness to work with Defendant in its efforts to refinance the Property.

REPLY: Denied.

4. However, rather than allowing Defendant an [sic] brief extension to refinance the loan, as of the maturity date Plaintiff declared the loan to be default.

REPLY: Denied.

5. As Plaintiff had always indicated its willingness to work with Defendant to keep the obligation current so as to allow the refinancing of the loan, Defendant did not engage in other efforts to deal with the maturity of the Note at issue.

REPLY: Denied.

6. Due to Plaintiff's failure to inform Defendant of the truth of the matter, that it would not allow any extension of the loan to allow for its refinancing, Plaintiff breached its obligation of good faith and fair dealing with Defendant.

REPLY: The allegations in paragraph 6 state a legal conclusion to which no answer is required. To the extent an answer is deemed required, Plaintiff denies the allegations in paragraph 6.

7. Had Plaintiff, as it indicated it would do, worked with Defendant to allow the Obligation to remain current for a brief period post-maturity, the loan would have been paid off prior to now.

REPLY: Denied.

8. Accordingly, Plaintiff's alleged damages, if any actual, have occurred of its own doing.

REPLY: Denied.

9. As such, Plaintiff has come to this Court with unclean hands.

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REPLY: The allegations in paragraph 9 state a legal conclusion to which no answer is required. To the extent an answer is deemed required, Plaintiff denies the allegations in paragraph 9.

Respectfully submitted by,

FIRST BANK OF HIGHLAND PARK

By: */s/ James D. Trail*
One of Its Attorneys

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VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in the Verified Petition for Appointment of Receiver are true and correct, except as to matters stated to be on information and belief and as to such matters I certify as aforesaid that I verily believe the same to be true.

John Berghorst, Chief Lending Officer of Commercial Real Estate for First Bank of Highland Park

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CERTIFICATE OF SERVICE

James D. Trail, an attorney, certifies that on July 16, 2026, he served a copy of the attached Plaintiff's Reply to Defendant's Affirmative Defenses by email to:

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/s/James D. Trail