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

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Mariyana T. Spyropoulos
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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.

Case No. 2025CH10558

ANSWER TO VERIFIED COMPLAINT FOR FORECLOSURE AND OTHER RELIEF

NOW COMES Defendant, MICHAEL FEDEROW ("Federow"), by and through his undersigned attorneys, and for his Answer to the Verified Complaint for Foreclosure and Other Relief, states as follows:

INTRODUCTION

1. First Bank agreed to loan to Defendant, The Fulton Building, LLC ("Fulton Building LLC" or "Borrower"), the original principal amount of $2,450,000.00 (the "Loan"). The Loan is governed by that certain Business Loan Agreement executed as of September 17, 2020 (the "Loan Agreement"), evidenced by a Promissory Note dated September 17, 2020 (the "Note"), and secured by, among other things, a mortgage dated September 17, 2020 (the "Mortgage"), Assignment of Rents dated September 17, 2020 ("Assignment of Rents") and a commercial guaranty by Michael Federow ("Federow") dated September 17, 2020 (the "Guaranty") (collectively, the "Loan Documents").

RESPONSE: Admitted.

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2. Borrower has defaulted on several of its obligations under the Loan Agreement, Mortgage and Note—including failing to repay the loan upon maturity. First Bank files this Complaint to foreclose upon the Mortgage and other collateral securing the Loan, to terminate all junior liens, encumbrances and/or alleged subordinate claims on the real property located at 2701-09 W. Fulton St., Chicago, Illinois 60612 (the "Mortgaged Premises") that is the subject of the Mortgage, and to obtain other remedies against the Borrower. First Bank also seeks to obtain a judgment against Federow for breach of the Guaranty.

RESPONSE: Admitted.

THE PARTIES

3. Plaintiff First Bank is a division of First Bank Chicago Corp., an Illinois Corporation that maintains its principal place of business in Northbrook, Cook County, Illinois. First Bank is the holder of the Note, the lender on the Loan, and the mortgagee of the Mortgaged Premises.

RESPONSE: Admitted.

4. Defendant Fulton Building LLC/Borrower is an Illinois limited liability company, upon information and belief, maintains its principal place of business in Chicago, Cook County, Illinois. Borrower is the borrower under the Loan, the maker of the Note, and the mortgagor of the Mortgaged Premises.

RESPONSE: Admitted.

5. Defendant Michael Federow is an individual who, upon information and belief, resides in Cook County, Illinois. Federow is the manager of Fulton Building LLC and guarantor on the Guaranty.

RESPONSE: Admitted.

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6. All unknown owners in connection with the real property and personal property in issue are also named as defendants and are referred to as "Unknown Owners."

RESPONSE: Admitted.

7. All non-record claimants in connection with the real property and personal property in issue are also named as defendants and are referred to as "Non-Record Claimants."

RESPONSE: Admitted.

VENUE AND JURISDICTION

8. Jurisdiction is proper under one or more subsections of 735 ILCS 5/2-209 and 735 ILCS 5/15-1103 because, among other things, Borrower claims an interest in real property in Illinois, Borrower and Federow have made or performed a contract or promise substantially connected with Illinois or have transacted business within Illinois, and the Loan Agreement, Note, Mortgage and Guaranty contain provisions setting the courts of Cook and/or Lake County as proper jurisdiction for claims included in this lawsuit.

RESPONSE: Admitted.

9. The Mortgaged Premises is located in Cook County and therefore venue is proper in this Court under 735 ILCS 5/2-103(b), which provides that "[a]ny action . . . to foreclose a mortgage . . . must be brought in the county in which the real estate or some part of it is situated." Venue is also proper in this Court under 735 ILCS 5/2-101 because part of the transactions out of which give rise to First Bank's causes of action against Borrower and Federow occurred in Cook County. Venue is also proper in this Court under 735 ILCS 5/2-102 because Borrower has its principal office and its registered office in, and is doing business in, Cook County. Lastly, venue is proper in this Court because the Loan Agreement, Note, Mortgage and Guaranty contain

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provisions setting the courts of Cook and/or Lake County as the venue for claims included in this lawsuit.

RESPONSE: Admitted.

FACTS COMMON TO ALL COUNTS

10. First Bank agreed to loan the original principal amount of $2,450,000 to Borrower. The Loan is governed by that certain Loan Agreement between First Bank and Borrower executed as of September 17, 2020, a true and correct copy of which is attached as Exhibit A.

RESPONSE: Admitted.

11. The Loan is evidenced by that certain Note dated as of September 17, 2020 in the principal amount of $2,450,000, executed by Borrower to the order of First Bank, a true and correct copy of which is attached as Exhibit B.

RESPONSE: Admitted.

12. The Loan is secured by, among other things, (i) that certain Mortgage dated September 17, 2020 executed by Borrower in favor of First Bank, for the Mortgaged Premises; (ii) that certain Assignment of Rents dated September 17, 2020 executed by Borrower in favor of First Bank, for the Mortgaged Premises; and (ii) that certain Guaranty dated September 17, 2020 executed by Federow in favor of First Bank.

RESPONSE: Admitted.

13. Borrower executed the Mortgage and delivered it to First Bank on or about September 17, 2020 in order to secure the Note and any other obligations of Borrower arising under the Loan Agreement. The Mortgage was recorded with the Recorder of Deeds of Cook County, Illinois, on November 5, 2020 as Document Number 2031044216. A true and correct copy of the Mortgage is attached as Exhibit C.

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RESPONSE: Admitted.

14. As further security for the Loan, on or about September 17, 2020, Federow executed the Guaranty in favor of First Bank, a true and correct copy of which is attached as Exhibit D. Pursuant to the Guaranty, Federow absolutely and unconditionally agreed, inter alia, to fully and punctually satisfy the Indebtedness (as defined in the Guaranty) of Borrower to First Bank, and to fully and punctually perform and discharge all of Borrower's other obligations under the Loan Agreement, the Note, and any other Related Documents (as defined in the Guaranty). (Ex. D, at 4).

RESPONSE: Admitted.

15. Under the Note, Borrower agreed to make monthly payments of principal and interest in the amount of $13,009.87 to First Bank beginning on October 17, 2020 and continuing on the same day of each subsequent month until a final payment for all principal and all accrued interest not yet paid was due on September 17, 2025 (the "Maturity Date"). (Ex. B, at 1). The Note also provides that Borrower's failure to make any monthly payment and/or the final payment on the Maturity Date is an "Event of Default." (Id.)

RESPONSE: Denied.

16. Under the Loan Agreement, Borrower agreed to i) maintain a non-interest bearing real estate tax escrow with First Bank during the term of the loan (Ex. A, at 3 (REAL ESTATE TAX ESCROW)); ii) furnish to lender certain financial documents and information by certain deadlines (Id. at 2 (FINANCIAL STATEMENTS)); and iii) maintain the Mortgaged Premises in compliance with all applicable laws, ordinances and regulations (Id. at 3(COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS)).

RESPONSE: Admitted.

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17. The Note also provides upon a default, including a default for failure to comply with or to perform any other terms, obligations or covenants in any of the related documents or any other agreements between the Borrower and First Bank, the base interest rate (as computed according to the terms of the Note) increases by 5.000 percentage points. (Id.)

RESPONSE: Admitted.

18. First Bank funded the full principal of the Loan in the amount of $2,450,000.00 on September 29, 2020.

RESPONSE: Admitted.

19. Beginning with the payment due on July 17, 2025, Borrower failed to make the monthly payment of $13,009.87 to First Bank and has not made any payments since July 23, 2025, including the final payment of all principal and all accrued interest due on September 17, 2025.

RESPONSE: Denied.

20. Beginning with the payment due on April 17, 2025, Borrower failed fund a non-interest bearing real estate tax escrow with First Bank.

RESPONSE: Denied.

21. During the duration of the Loan, Borrower has failed to timely provide at least the following financial documents and information:

a. 2021 (incomplete), 2022 (incomplete) & 2023 tax returns for The Fulton Building, LLC;

b. 2020, 2021, 2022 & 2023 tax returns for Michael Federow;

c. 2023 & 2024 internally-prepared operating statements and current copies of tenant leases for the Mortgaged Premises; and

d. To maintain the Mortgaged Premises in compliance with all applicable laws, ordinances and regulations including, but not limited to, i) failing to maintain the exterior walls; ii) failing to

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maintain the roof; iii) failing to maintain the parking area; iv) failing to maintain code compliance of the electrical systems; and v) failing to maintain emergency systems.

RESPONSE: Admitted.

22. By letter dated August 25, 2025, First Bank provided written notice (the "Notice of Default") to Borrower (via Federow) of the foregoing defaults under the Loan Documents, including that Borrower failed to make the full monthly payment of interest and principal due on July 17, 2025. A true and correct copy of the Notice of Default is attached as Exhibit E.

RESPONSE: Admitted.

23. Despite receiving notice (via the Borrower), Federow has not fulfilled his obligations under the Guaranty to fully and punctually pay and satisfy all Indebtedness (as defined in the Guaranty) of Borrower to Lender and to fully perform and discharge all Borrower's obligations under the Note and other Related Documents (as defined in the Guaranty). Specifically, Federow failed to timely fulfill Borrower's obligation to pay (i) the monthly payment of principal and interest due on July 17, 2025 and (ii) the final payment of all principal and all accrued interest due on September 17, 2025.

RESPONSE: Denied.

COUNT I

FORECLOSURE OF THE MORTGAGE

(Against The Fulton Building, LLC and Unknown Owners and Non-Record Claimants)

24. First Bank realleges and incorporates by reference the allegations set forth in paragraphs 1 through 23 above as its allegations for this paragraph 24.

RESPONSE: Admitted.

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25. In this Count I, First Bank seeks to foreclose its liens and security interests in both real and personal property granted to it pursuant to the Mortgage. First Bank joins the following parties as defendants: Borrower and Unknown Owners and Non-Record Claimants.

RESPONSE: Admitted.

26. Information concerning the Mortgage pursuant to 735 ILCS 5/15-1504:

a. Name of the instrument: Mortgage.

b. Date of mortgage: The Mortgage is dated September 17, 2020.

c. Name of the mortgagor: First Bank of Highland Park.

d. Name of the mortgagee: The Fulton Building, LLC.

e. Date and place of recording: The Mortgage was recorded on November 5, 2020 with the Recorder of Deeds for Cook County, Illinois.

f. Identification of recording: The Mortgage was recorded as Document Number 2031044216.

g. Interest subject to the Mortgage: Fee simple to the Mortgaged Premises, as described in the Mortgage, and improvements, fixtures, and personal property as described therein.

h. Amount of original indebtedness: $2,450,000.00

i. The legal description and the common address of the Mortgaged Premises: PARCEL 1: LOTS, 1, 2, 3, AND 4 IN BLOCK 7 IN DAVIS' ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE NORTH 7.5 FEET OF THE ALLEY LYING SOUTH OF AND ADJOINING LOTS 1, 2, 3, AND 4 IN BLOCK 7 IN DAVIS' ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER

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OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Permanent Index Number: 16-12-408-008-0000 Common Address: 2701-09 W. Fulton St., Chicago, Illinois 60612

j. Statements as to defaults: Borrower failed to make the monthly payment of $13,009.87 to First Bank due on July 17, 2025, and has not made any payments since July 23, 2025, including the final payment of all principal and all accrued interest due on September 17, 2025. (Ex. B, at 1 (PAYMENT)). Beginning with the payment due on April 17, 2025, Borrower failed fund a non-interest bearing real estate tax escrow with First Bank. (Ex. A, at 3 (REAL ESTATE TAX ESCROW)). Borrower failed to timely provide at least the following financial documents and information: 2022 & 2023 tax returns for The Fulton Building, LLC; 2022 & 2023 tax returns for Michael Federow; and 2023 & 2024 internally-prepared operating statements and current copies of tenant leases for the Mortgaged Premises (Id. at 2 (FINANCIAL STATEMENTS)). Borrower failed to maintain the Mortgaged Premises in compliance with all applicable laws, ordinances and regulations by, among other issues, i) failing to maintain the exterior walls; ii) failing to maintain the roof; iii) failing to maintain the parking area; iv) failing to maintain code compliance of the electrical systems; and v) failing to maintain emergency systems. The Note provides the preceding are collectively and individually Events of Default (as defined in the Note). Additionally, the Loan Agreement and Mortgage each provide an Event of Default under the Note or any other related agreement constitutes an Event of Default of the Loan Agreement and Mortgage. In addition, other defaults or Events of Default may have occurred pursuant to the Mortgage, the Loan Agreement, or the Loan Documents. The following amounts are due under the Mortgage as of October 1, 2025: Principal as of October 1, 2025: $2,149,665.20 Accrued and Unpaid Interest as of October 1, 2025 (including interest at the default rate): $48,022.18 Late

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Charges $14,961.27 Credit for Escrow Surplus ($9,731.83) Total Amount Due as of October 1, 2025 (excluding costs and attorneys' fees) $2,202,916.82 Per Diem Interest as of October 1, 2025 (subject to change in accordance with the terms of the Note and the Loan Agreement): $537.42

k. Name of present owners of the real estate: The Fulton Building, LLC.

l. Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated or subordinated: Unknown Owners and Non-Record Claimants.

m. Names of defendants claimed to be personally liable for deficiency, if any: The Fulton Building, LLC and Michael Federow, provided that nothing herein shall waive or be construed to waive the rights that First Bank may have under the provisions of any of the Mortgage, the Note, or the Guaranty to pursue claims which are available to or reserved to First Bank against any of the named defendants and/or the guarantor of the Loan.

n. Capacity in which Plaintiff brings this foreclosure: First Bank brings this foreclosure in its capacity as the owner and legal holder of the Mortgage.

o. Facts in support of shortened redemption period: The real estate being foreclosed is "other real estate" as defined by Section 15-1601 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1601(b)) and, pursuant to the "Waiver of Right of Redemption" provision on page 11 of the Mortgage, Borrower has expressly waived any and all rights of redemption from any foreclosure of the Mortgaged Premises.

p. Statement that the right of redemption has been waived by all owners of redemption: Pursuant to the "Waiver of Right of Redemption" provision on page 11 of the Mortgage, Borrower, as the owner of the right of redemption, has expressly waived any and all rights of redemption from

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any foreclosure of the Mortgaged Premises.

q. Facts in support of request for attorneys' fees, costs and expenses: Pursuant to the "Attorneys' Fees; Expenses" provision on page 10 of the Mortgage, the "Attorneys' Fees; Expenses" provision on page 2 of the Note, and the "Attorneys' Fees; Expenses" provision on page 5 of the Loan Agreement, First Bank is entitled to recover its attorneys' fees, costs and expenses for enforcing the Mortgage and the other Loan Documents. First Bank has been required to incur attorneys' fees, court costs, title insurance and other expenses in connection with the enforcement of the Mortgage, the other Loan Documents and this foreclosure action.

r. Facts in support of a request for appointment of receiver and identity of such receiver: The "Mortgagee in Possession" provision on page 9 of the Mortgage authorizes First Bank, as lender and mortgagee, to take possession of the Mortgaged Premises or to have a receiver appointed to take possession of all of all or any part of the Mortgaged Premises. Due to the defaults under the Loan Agreement, the Mortgage, and the Note, there is a reasonable probability that First Bank will prevail on a final hearing of the cause. First Bank intends to file an appropriate motion that will identify the requested receiver.

s. Offer to mortgagor in accordance with Section 15-1402: First Bank does not now make, but reserves its right to make an offer in accordance with 735 ILCS 5/15-1402 upon a properly noticed motion.

t. Name or names of defendants whose interest in the mortgaged real estate, after the confirmation of a foreclosure sale, is sought to be terminated and/or subordinated and, if not elsewhere stated, the facts in support thereof: The Fulton Building, LLC and Unknown Owners and Non-Record Claimants. As stated above, First Bank asserts that its interests under the

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Mortgage in the Mortgaged Premises are superior to those of the defendants identified in this subparagraph.

RESPONSE: Denied.

COUNT II

BREACH OF THE NOTE

(Against The Fulton Building, LLC)

27. First Bank realleges and incorporates by reference the allegations set forth in paragraphs 1 through 26 above as its allegations for this paragraph 27.

RESPONSE: Admitted.

28. Borrower entered into a valid and enforceable contract when it executed the Note.

RESPONSE: Admitted.

29. Each of Borrower's failures (i) to make the monthly payment of principal and interest due July 17, 2025 and on the 17th day of each subsequent month until September 17, 2025 and (ii) to make the final payment of all principal and all accrued interest not yet paid on the September 17, 2025 Maturity Date constitute a breach of the Note and an Event of Default under the Loan Agreement and the Note. (Ex. B, at 1 (PROMISE TO PAY; PAYMENT; DEFAULT); Ex. A, at 4 (DEFAULT)).

RESPONSE: Denied.

30. Borrower's breaches of its obligations under the Note means Borrower is in default and also owes interest at the Default Rate under the Note. (Ex. B, at 1 (INTEREST AFTER DEFAULT)).

RESPONSE: Denied.

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31. First Bank has fully performed and fulfilled all of the terms and conditions of the Note that it agreed to perform and fulfill including, but not limited to, fully funding the principal amount of the Loan.

RESPONSE: Admitted.

32. Pursuant to the Note, First Bank is entitled to reasonable attorneys' fees, costs, and expenses incurred in enforcing its right under the Note and other Loan Documents. (Ex. A, at 5 (ATTORNEYS' FEES; EXPENSES; Ex. B, at 2 (ATTORNEYS' FEES; EXPENSES)).

RESPONSE: Denied.

33. First Bank has been required to retain legal counsel and has been required to incur attorneys' fees, courts costs, and other expenses to enforce its rights under the Note and other Loan Documents, and as a result of Borrower's failure to comply with its obligations under the Note.

RESPONSE: Denied.

34. Consequently, First Bank has been damaged and continues to be damaged by Borrower's breach of its obligations under the Note.

RESPONSE: Denied.

COUNT III

BREACH OF GUARANTY

(Against Federow)

35. First Bank realleges and incorporates by reference the allegations set forth in paragraphs 1 through 34 above as its allegations for this paragraph 35.

RESPONSE: Admitted.

36. The Guaranty is a valid and enforceable contract.

RESPONSE: Admitted.

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37. Federow absolutely and unconditionally agreed to fully and punctually satisfy the Indebtedness (as defined in the Guaranty) of Borrower to First Bank, and to fully and punctually perform and discharge all of Borrower's other obligations under the Loan Agreement, the Note, and any other Related Documents (as defined in the Guaranty). (Ex. D, at 4).

RESPONSE: Admitted.

38. Federow has not performed his obligations under the Guaranty.

RESPONSE: Denied.

39. Federow's failures (i) to make the monthly payment of principal and interest due July 17, 2025 and on the 17th day of each subsequent month until September 17, 2025 and (ii) to make the final payment of all principal and all accrued interest not yet paid on the September 17, 2025 Maturity Date, are each a breach of the Guaranty.

RESPONSE: Denied.

40. First Bank has fully performed and fulfilled all of the terms and conditions of the Guaranty that it agreed to perform and fulfill.

RESPONSE: Admitted.

41. In the Guaranty, Federow waived any notice or demand by First Bank of Borrower's failure to pay or perform under the Loan. (Ex. D, at 2 (GUARANTOR'S WAIVERS)). In addition, although not required under the Guaranty, First Bank provided a Notice of Default to Borrower (via Federow) on August 25, 2025. (Ex. E).

RESPONSE: Denied.

42. First Bank has been required to retain legal counsel for the prosecution of this Complaint and has been required to incur attorneys' fees, court costs, and other expenses as a result

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of Borrower's failure to comply with its obligations under the Note, the Guarantors' failure to comply with his obligations under the Guaranty.

RESPONSE: Denied.

43. Pursuant to the Guaranty, First Bank is entitled to reasonable attorneys' fees, costs and expenses incurred in enforcing its rights under the Loan Documents, including the Guaranty. (Ex. D, at 3 (ATTORNEYS' FEES; EXPENSES).

RESPONSE: Denied.

44. First Bank has been damaged and continues to be damaged by the breach of the Guaranty by Federow.

RESPONSE: Denied.

ALLEGATIONS DEEMED MADE

1. That, on the date indicated, the obligor of the indebtedness or other obligations secured by the Mortgage was justly indebted in the amount of the indicated original indebtedness to the original mortgagee or payee of the mortgage note.

RESPONSE: Admitted

2. That the exhibits attached are true and correct copies of the Mortgage and Note and are incorporated and made a part of the Complaint by express reference.

RESPONSE: Admitted

3. That the mortgagor was at the date indicated an owner of the interest in the real estate described in the Complaint and that as of that date made, executed, and delivered the Mortgage as security for the Note or other obligations.

RESPONSE: Admitted

4. That the Mortgage was recorded in the county in which the mortgaged real estate is located, on the date indicated, in the book and page or as the document number indicated.

RESPONSE: Admitted

5. That defaults occurred as indicated.

RESPONSE: Denied

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6. That at the time of the filing of the Complaint all conditions precedent to the right of Plaintiff to foreclose the Mortgage have been performed or have occurred.

RESPONSE: Denied

7. That the Mortgage constitutes a valid, prior, and paramount lien upon the mortgaged real estate, and that all prior liens and encumbrances, if any, have been paid and discharged.

RESPONSE: Admitted

8. That by reason of the defaults alleged, if the amount found due is not paid, the plaintiff is entitled to have the mortgaged real estate sold to satisfy such amount.

RESPONSE: Admitted

9. That any and all notices of default or election to declare the indebtedness due and payable or other notices required to be given have been duly and properly given.

RESPONSE: Denied

10. That any and all periods of grace or periods of time or requirements, statutory or otherwise, which are required to elapse or be complied with before Plaintiff has the right to foreclose, have elapsed or been complied with.

RESPONSE: Admitted

11. That there is now due, owing, and unpaid to Plaintiff the amounts as claimed in the Complaint, together with interest, costs, and attorneys' fees.

RESPONSE: Denied

12. That upon confirmation of the sale, the holder of the certificate of sale or deed issued pursuant to that certificate or, if no certificate or deed was issued, the purchaser at the sale will be entitled to full possession of the mortgaged real estate against the parties named in clause (T) of paragraph (3) of subsection (a) of Section 15-1504 or elsewhere to the same effect.

RESPONSE: Admitted

13. That Plaintiff has been compelled to employ and retain attorneys to prepare and file the Complaint and to represent and advise Plaintiff in the foreclosure of the Mortgage, and that Plaintiff will thereby become liable for the usual, reasonable, and customary fees of the attorneys in that behalf.

RESPONSE: Denied.

14. That Plaintiff has been compelled to advance or will be compelled to advance various sums of money in payment of costs, fees, expenses, and disbursements incurred in connection with the foreclosure, including, without limiting the generality of the foregoing, filing fees, stenographer's fees, witness fees, costs of publication, costs of procuring and preparing

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documentary evidence, and costs of procuring abstracts of title, title searches, and title insurance policies, all of which will be a proper charge against and be secured by the Mortgage.

RESPONSE: Admitted

Respectfully submitted,

/s/ Erica C. Minchella
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Firm No. 18526

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this Answer are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.