Hearing Date: 10/26/2026 1:00 PM - 1:05 PM
Location: <<CourtRoomNumber>>
Judge: Calendar, 64

FILED
10/9/2026 10:53 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2025CH10558
Calendar, 64
40407293

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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, -vs- THE FULTON BUILDING, LLC, an Illinois limited liability company; MICHAEL FEDEROW an Individual; and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS; Defendant(s).	*COMMERCIAL FORECLOSURE* Case No. 2025 CH 10558 Calendar 64 *Property Address:* 2701-09 W. Fulton, Chicago, IL 60612

RECEIVER'S PETITION FOR TURNOVER

NOW COMES the Receiver, Daniel Hyman ("Receiver"), the court-appointed Receiver in this case, by and through his counsel, Mitchell Lieberman of Noonan & Lieberman, Ltd., and for his Petition for Turnover of documents from Defendants The Fulton Building LLC, and Michael Federow ("Defendants"), states as follows.

I. SUMMARY OF DISPUTE

On August 31, 2026, this court entered an Order Appointing Receiver under the Illinois Mortgage Foreclosure Law (the "IMFL"); pursuant to which Daniel Hyman was appointed as Receiver over the property set forth in the above caption ("Receivership Property"). A true and correct copy of the Order Appointing Receiver is attached as **Exhibit "A"** and incorporated by reference herein.

The Order Appointing Receiver provides, in part, that the Receiver "is authorized to collect all rents relating to the property and shall have complete and exclusive control of the property and the tenants of the property, and that the Borrower shall provide the Receiver within 5 days documents and agreements outlined in *Paragraph 5 (a-p) on page 3 of Exhibit A*. The Receiver has made a demand for all documents set forth in Paragraph 5 including but not limited to the Borrower's individual lease, CAM information,

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Key Payments in the Borrower's possession, and any and all vendor contacts regarding the repairs of the Property. In addition, the Defendants were directed to cooperate with the Receiver and were prohibited from interfering with the Receiver's powers and duties, and were prohibited from directing anyone to interfere with the Receiver's execution of his duties defined in the Order Appointing Receiver. *Id. at Paragraph 6 on page 3 of Exhibit A*. The order authorizes the Receiver to collect rent. The Defendants have failed to cooperate with the turnover of documents and left the Receiver no alternative but to file this Petition for Turnover directed against the Defendants.

II. THE RECIEVER'S AUTHORITY AND RESPONSIBILITIES

1. The Receiver's Authority

As Exhibit A indicates, this court appointed Daniel Hyman as Receiver under the Illinois Mortgage Foreclosure Law (the "IMFL") regarding the property located at 2701-09 W. Fulton, Chicago, IL 60612. ("Receivership Property"). The Order Appointing Receiver provides, in part, that the Receiver "is authorized to collect ***all*** rents relating to the property, and the tenants of the property are directed to pay rent to the receiver from the effective date of this order, until further notice." *See Exhibit A at Paragraph 5 (b) on page 3*. Additionally the Receiver is authorized to collect **all** rents which would include *historical, current, or prospective rents.* Subsection g of Paragraph 5 of Exhibit A requires the Defendants to tender all rent ledgers for the past two years for the Receiver's inspection. It is essential for the Receiver to inspect the tenant ledger, so he can determine if any back rent owed is owed, so he can discharge his duties in the collection of all rent.

III. THE INTERFERENCE WITH THE RECEIVER'S OBLIGATIONS AND POWERS

Pursuant to the Order Appointing Receiver, the Receiver was required and did provide notice to any and all occupants of the Receivership Property as required by 735 ILCS 5/15-1704(f). Section 1704(f), in turn, requires the Receiver to "post a written notice on the primary entrance of each dwelling

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unit subject to the foreclosure action that informs occupants that the receiver has been appointed to operate and manage the property." 735 ILCS 5/16-1704(f)(6).

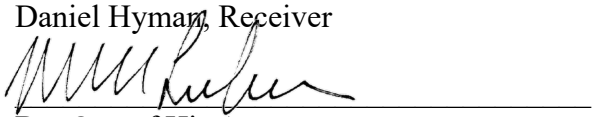
Paragraph 6 of Exhibit A prohibits the Defendants "from interfering with the powers or duties of the Receiver." Failing to tender the documents requested is a violation of the Order Appointing Receiver and Section 1704(f) of the IMFL. In short, the Defendants have interfered with the Receiver's duties.

IV. RELIEF REQUESTED

The Defendants have failed to obey the Order Appointing Receiver, obstructing the ability of the Receiver to discharge his duties and therefore the Receiver submits that the only way to bring him into compliance therewith is with the court's intervention, and request for a turnover of the documents.

WHEREFORE, the Receiver, Daniel Hyman respectfully requests that this Honorable Court to order the Defendants to turn over all documents set forth in Exhibit A; to promptly and fully cooperate with the Receiver in his performance of his duties; cease interfering with the discharge of the Receivership duties and obligations; and grant any additional relief that is deemed just and necessary.

RESPECTFULLY SUBMITTED,
Daniel Hyman, Receiver



By: One of His Attorneys

Mitchell A. Lieberman
Noonan & Lieberman, Ltd.
33 N. LaSalle #1150
Chicago, IL 60602
312-605-3444
#38245-mlieberman@noonanandlieberman.com

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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. 25 CH 10558 2701-09 W. Fulton St., Chicago, IL Calendar No. 64

ORDER APPOINTING RECEIVER FOR NON-RESIDENTIAL PROPERTY

THIS CAUSE was heard on First Bank of Highland Park's motion pursuant to the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 *et seq.*, seeking an order appointing a receiver for the non-residential property located at 2701-09 W. Fulton St., Chicago, IL, due notice having been given and the court being fully advised in the premises;

IT IS HEREBY ORDERED:

The court grants Plaintiff's Motion to Appoint a Receiver regarding the Real Estate below:

LEGAL DESCRIPTION:

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 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2701-09 W. Fulton St., Chicago, Illinois 60612

PROPERTY IDENTIFICATION NO: 16-12-408-008-0000

The property is the subject of plaintiff's complaint in mortgage foreclosure. The court has jurisdiction over the parties and subject matter and is fully advised in the premises. As used herein "defendant" and "mortgagor" shall also mean "defendants" and "mortgagors" as the context requires.

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THE COURT FINDS:

1. The plaintiff filed a complaint seeking to foreclose a mortgage which alleges that the defendant-mortgagor defaulted on its obligations. A copy of the mortgage is attached to the complaint, and is dated September 17, 2020 and was executed by defendant-mortgagor, and was recorded as document number 2031044216 with the Cook County Recorder of Deeds against the subject property identified above. The mortgage secures a promissory note, a copy of which is attached to the complaint, signed by defendant/mortgagor, dated September 17, 2020, and in the original principal amount of $2,450,000.00.

2. The property is a two and three-story multi-tenant office flex building is reportedly divided into ten rental units and is owned by the defendant-mortgagor for commercial/investment purposes and is not for use as defendant(s)/ mortgagor(s)' personal residence.

3. The complaint alleges that an "Event of Default," as defined in the mortgage and note, has occurred due to the defendant-mortgagor's failure to make the agreed payments called for by the mortgage and note, failing to fund the real estate tax escrow, failing to timely provide financial documents and information and failing to maintain the subject property in compliance with all applicable laws, ordinances and regulations. These Events of Default give plaintiff the right to accelerate all amounts due under the mortgage and note and to demand the same be immediately payable.

4. The Mortgage and Assignment of Rents provide that upon the occurrence of an Event of Default; the mortgagee shall have the right to possession of the property.

5. The property does not fall within the definition of "Residential Real Estate" under the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1219).

6. The court finds that due notice of the motion has been given pursuant to 735 ILCS 5/15-1706(d).

Based on the allegations of the complaint, the terms and provisions of the Mortgage, Note, and Assignment of Rents and the petition to appoint a receiver, there is a reasonable probability that plaintiff will prevail on a final hearing in this matter. The Defendant has not shown good cause why the receiver should not be appointed.

IT IS HEREBY ORDERED:

1. The receiver, Daniel Hyman, based on the information provided to the court, is deemed to be qualified to act as receiver and to manage the property as would a reasonably prudent person.

2. Plaintiff's motion for an order appointing a receiver for the subject property is granted and the above-named receiver is hereby appointed. This order will not become effective until the court has approved the receiver's bond as set forth below.

3. The receiver is empowered with all the duties, responsibilities and powers enumerated in the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 *et seq.*).

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4. The receiver is authorized to collect all rents relating to the property, and the tenants of the property are directed to pay rent to the receiver from the effective date of this order, until further notice. The receiver shall allocate all receipts from the operation of the real estate and other property subject to the mortgage in accordance with 735 ILCS 5/15-1704(d). Within 21 days, the receiver shall provide notice to all occupants of the property as required by 735 ILCS 5/15-1704(f).

5. Within five business days after the receiver's bond is approved, the defendant-mortgagor shall turn over to the receiver, documents in format which relate in **any way** to the following:

   (a) Income collected for the property after the effective date of this order;
   (b) Contracts, documents, and agreements relating to accounts receivable and payable, operation, management, sale, leasing and/or control of the property;
   (c) All documents such as insurance policies, real estate taxes, notices and/or bills which concern the property in any way;
   (d) Documents relating to the property's condition, operation and maintenance or relating to any persons employed to maintain, secure or repair the property;
   (e) A list by case name and number of all current litigation or regulatory proceedings which involve the property including, but not limited to: (1) abatement of taxes or reduction of assessments, (2) mechanics lien claims, (3) building code violations or zoning enforcement action; and (4) any other litigation or legal or related proceedings;
   (f) All keys needed to operate, repair and/or maintain the property; and
   (g) A list of all tenants and their payment history for the last two years.

6. Defendant-mortgagor shall promptly and fully cooperate with receiver in connection with the receiver's performance of his/her duties and are prohibited from interfering with the powers or duties of receiver. Defendants are further prohibited from directing anyone to interfere, in any way, with the receiver in the execution of this order.

7. The receiver shall file periodic written reports with the court. Each report shall be prepared with a case caption, personally signed by the receiver, and filed with the clerk of the court. The receiver or the plaintiff's attorney must mail copies of the report to all parties in the case (including those who have not formally appeared) at least five court days before the hearing on the report. The mailing shall include a notice of motion indicating the time, date and courtroom number applicable to the approval of the report, and a proof of service. Reports will be presented on a schedule established by the court for each particular case.

8. Each report shall include, at a minimum: a description of the property (number of units, type of use, size and condition), contact information for the receiver, a list of tenants with the amount of their rent, a summary of any litigation involving the property of which the receiver is aware, a report on any failure of the mortgagor or any tenant to cooperate with the requirements of the receiver order, verification that the property is adequately insured, a detailed billing statement for the receiver's fees, a draft order approving the report and setting the case for the next receiver's report, a photograph of the outside of the property (first report only), an income/expense statement, current balance on hand, background

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information on any matter for which the receiver is requesting special court approval, and a check register showing income received and expenses incurred since the previous report.

9. The receiver may not employ attorneys except with explicit court approval, unless for tenant evictions.

9.a. Pursuant to 735 ILCS 5/15-1704(c), the receiver is authorized to retain Millennium Properties R/E ("Millennium"), to assist the receiver with respect to management of the subject premises. The plaintiff has represented to the court that Millennium's anticipated management fees rates will be the same as the receiver's fees set forth in paragraph 12 below. The duties and responsibilities of the management company will be management and collection of account receivables, account payables, supervision of property and maintenance person, organization of evictions, rent collections, completion of work orders and setting up utilities. In any report presented to the court, the receiver must distinguish his/her fees, activities, and responsibilities from the management company's fees.

11. The receiver or a knowledgeable representative thereof must appear in court when his/her report is presented.

12. The receiver's fees shall be charged at the following rates: a one-time set-up fee ($750.00), a monthly fee of $750.00 minimum against 5% collections, a monthly administrative fee ($35.00) and a $200.00 per occurrence court fee. The court will review all fee requests for reasonableness. The court reserves the right to reduce any fees which it deems to be excessive, including fees charged under the above-listed fee schedule. Receiver's certificates shall constitute a first and prior lien on the property.

13. With the consent of the plaintiff, the receiver may authorize necessary improvements to the property not to exceed the cost of $2,500.00. The receiver has the power to procure or maintain appropriate utility services for the property and to procure or maintain appropriate insurance coverage for the property.

14. This order is not effective until the court has approved the receiver's bond in the amount of $100,000.00 which must be issued by a court-approved surety company and signed by a court-approved attorney-in-fact for the surety company. Plaintiff or the receiver shall deliver the bond along with this order to chambers for approval.

15. Plaintiff shall immediately forward a copy of this order to the defendant-mortgagor or any attorney who has filed an appearance on their behalf and file proof of service thereof with the court.

16. This case is continued to **January 11, 2027** via Zoom for status and approval of the first receiver's report. Instructions to attend the zoom conference are as follows:
https://www.zoom.us/join
Meeting ID: 932 9843 8152
Passcode: 758485
Dial in: (312) 626-6799

17. The first report shall be filed on or before **December 21, 2026**, and shall cover the period beginning when the bond is approved and ending on **November 30, 2026**. Defendant is

granted to **December 28, 2026**, to file written objections if any. Courtesy copies shall be submitted to the court on or before **December 29, 2026**.

COURT CONTACT INFORMATION:
Email: ccc.mfmlcalendar64@cookcountyil.gov
Phone(312) 603-7554

ENTER:

Judge James A. Wright-2222

Judge

Date: _____, 2026

Order Prepared by:
James D. Trail
Ginsberg Jacobs LLC
300 South Wacker, Suite 2750
Chicago, Illinois 60606
Tel.: 312.660.9611
Firm ID: 45920
jtrail@ginsbergjacobs.com

ENTERED
Judge James A. Wright-2222
AUG 31 2026
MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

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4309
Receiver's Bond (12/01/24) CCCH 0027

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FIRST BANK OF HIGHLAND PARK, a Division of First Bank Chicago, an Illinois Corporation

v.

THE FULTON BUILDING, LLC an Illinois limited liability company; MICHAEL FEDEROW, individual

Case No. 25 CH 10558

RECEIVER'S BOND

On 8/28/2026, Daniel J. Hyman was appointed receiver of property of respondent.

We jointly and severally bind ourselves to the People of the State of Illinois, that the receiver will in all respects faithfully discharge the duties of his/her receivership.

The obligation of this bond is limited to $ 100,000.

DocuSigned by:
Dan Hyman
F5B43B517323477...
As principal

Ohio Casualty
27201 Bella Vista Pkwy 2nd Fl.
Warrenville, IL 60555
By _____ As surety
Attorney in fact

Atty. No.: _____

Atty Name: _____

Atty. for: Daniel J Hyman

Address: 40 E Huron Street, Suite 700D

City: Chicago State: IL

Zip: 60611

Telephone: (312)-338-3003

Primary Email: dhyman@mpirealestate.com

Approved date: _____

Judge James A. Wright 2222
Judge Judge's No.

ENTERED
Judge James A. Wright-2222
AUG 31 2026
MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204977- 969825

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Filpi; Daniel Madden; Sam M. Filpi

all of the city of Harwood Heights state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25 day of August, 2026

By: _____
Renee C. Llewellyn, Assistant Secretary

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currency rate, interest rate or residual value guarantees.
For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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AFFIDAVIT OF ATTORNEY-IN-FACT FOR SURETY

STATE OF Illinois
COUNTY OF Cook } SS.

Official Seal
KARA A RAIMONDI
Notary Public, State of Illinois
Commission No. 1004736
My Commission Expires February 18, 2029

On this 25 day of August 2026, before me personally appeared Sam M Fiji, Attorney-in-fact, of The Ohio Casualty Insurance Company, with whom I am personally acquainted, who being by me duly sworn, did depose and say, that he resides in Harwood Hts, Ill; that he is the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation named in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed and executed the said instrument as Attorney-in-fact of said corporation by like order.

Sam M Fiji

My Commission expires 2-18-2029

Kara A Raimondi
Notary Public

S-170