

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

5946981

LAKESIDE BANK, )  
an Illinois banking corporation, )  
 )  
Plaintiff, )

v. )

Case No. 2019CH08793

METROPOLITAN APOSTOLIC )  
COMMUNITY CHURCH f/k/a CHRIST )  
APOSTOLIC CHURCH, INC., an )  
involuntarily dissolved not-for-profit )  
corporation, METROPOLITAN )  
APOSTOLIC COMMUNITY CHURCH )  
OF CHRIST, an Illinois not-for-profit )  
corporation, CHICAGO TITLE LAND )  
TRUST COMPANY, Successor Trustee to )  
Lakeside Bank, Trustee under Trust )  
Agreement dated October 8, 2003 and )  
known as Trust No. 10-2573, MUNICIPAL )  
ELEVATOR SERVICES, INC., a dissolved )  
Illinois corporation, LEON D. FINNEY, JR., )  
UNKNOWN OWNERS, and )  
NON-RECORD CLAIMANTS, )  
Defendants. )

Hearing Date: 1/27/2020 2:00 PM - 2:00 PM  
Courtroom Number: 2809  
Location: District 1 Court  
Cook County, IL

4100 South Martin Luther King Drive  
Chicago, Illinois 60653  
(building)

**COMPLAINT FOR FORECLOSURE AND OTHER RELIEF**

Plaintiff, LAKESIDE BANK, an Illinois banking corporation ("Lakeside"), by and through counsel, Lyman Law Firm, as its Complaint for Foreclosure and Other Relief against Defendants, METROPOLITAN APOSTOLIC COMMUNITY CHURCH f/k/a CHRIST APOSTOLIC CHURCH, INC., an involuntarily dissolved not-for-profit corporation, METROPOLITAN APOSTOLIC COMMUNITY CHURCH OF CHRIST, an Illinois not-for-profit corporation, CHICAGO TITLE LAND TRUST COMPANY, Successor Trustee to Lakeside Bank, Trustee under Trust Agreement dated October 8, 2003 and known as Trust No. 10-2573, MUNICIPAL ELEVATOR SERVICES, INC., a dissolved Illinois corporation, LEON

D. FINNEY, JR., UNKNOWN OWNERS, and NON-RECORD CLAIMANTS, states as follows:

1. Lakeside files this Count to foreclose the mortgage hereinafter described and in connection therewith joins the following parties as defendants:

- a. Metropolitan Apostolic Community Church f/k/a Christ Apostolic Church, Inc., Metropolitan Apostolic Community Church of Christ, and Chicago Title Land Trust Company, Successor Trustee to Lakeside Bank, Trustee under Trust Agreement dated October 8, 2003 and known as Trust No. 10-2573 by virtue of the mortgage sought to be foreclosed;
- b. Municipal Elevator Services, Inc., by virtue of a mechanics lien recorded on March 1, 2016 as Document No. 1606157190 at the office of the Cook County Recorder of Deeds; and
- c. Any other persons who are interested in this action and who have some right, title, claim, interest or lien in, to or upon the real estate or portion thereof described herein. The names of such persons are unknown to Lakeside and all such persons are each made a party defendant to this action by the name and description of Unknown Owners and Non-Record Claimants.

2. Lakeside seeks to foreclose upon its mortgage lien against the real property with the PIN: 20-03-117-012-0000 located in Chicago, Illinois ("Property"), and as more particularly described in the original Mortgage recorded on October 22, 2003, as Instrument No. 0329532201 ("Mortgage"), a copy of which is attached as Exhibit A. Modifications of the Mortgage were subsequently recorded on August 4, 2005 (as Instrument No. 0521644121), July 5, 2006 (as Instrument No. 0618631137), October 18, 2006 (as Instrument No. 0629131154), June 4, 2012 (as Instrument No. 1215645067), August 18, 2015 (as Instrument No. 1523044058), and October 30, 2015 (as Instrument No. 1530329061). A copy of the aforesaid modifications is attached as group Exhibit B. The legal description for the Property is attached as Exhibit C.

3. Attached as Exhibit D is a certain assignment of rents and leases dated October 15, 2003 recorded on October 22, 2003 as Document No. 0329532202 in the Office of the Cook County Recorder of Deeds.

4. Lakeside made a loan to Defendants, CHRIST APOSTOLIC CHRUCH, INC. and LAKESIDE BANK, not personally but solely in its capacity as a "land trustee" under Trust Agreement No. 10-2573 dated October 8, 2003 (collectively, "Borrowers"), in the principal amount of \$1,450,000.00 as evidenced by a Promissory Note, dated October 15, 2003 ("Note"), a copy of which attached as Exhibit E. The Note was subsequently modified. Debt Modification Agreements were entered on July 20, 2005, June 1, 2006, October 13, 2006, October 13, 2011, January 13, 2012, and May 13, 2012, a copy of which are attached as group Exhibit F. Lakeside and the Borrowers replaced the Note with a Promissory Note, date May 13, 2015, in the principal amount of \$529,191.04 ("Current Note"), a copy of which is attached as Exhibit G. The Current Note was modified on August 13, 2015. See Change in Terms Agreement attached as Exhibit H.

5. Information concerning the Mortgage, as modified:

- a. Nature of the Instrument: Mortgage
- b. Date of the Mortgage: October 15, 2003
- c. Name of the Mortgagor: Chicago Title Land Trust Company, Successor Trustee to Lakeside Bank, Trustee under Trust Agreement dated October 8, 2003 and known as Trust No. 10-2573
- d. Name of the Mortgagee: Lakeside Bank
- e. Date and Place of Recording: The Mortgage was recorded on October 22, 2003 in the office of the Cook County Recorder of Deeds.
- f. Identification of Recording: The Mortgage, as modified, was recorded as Instrument Number 1530329061.
- g. Interest Subject to the Mortgage: Fee Simple

h. Amount of Original Indebtedness: \$526,207.31

i. Legal Description of the Mortgaged Premises:

PIN: 20-03-117-012-0000; See Exhibit C for Legal Description

Commonly known as: 4100 South Martin Luther King Drive, Chicago, Illinois 60653

j. Statement as to Defaults and Amounts Now Due: The Current Note is in

default due to failure to pay as of April 13, 2019, pursuant to the terms contained therein and the Mortgage. The entire principal balance plus accrued interest and late charges is immediately due and owing. As of July 25, 2019, there is due and owing under the Note and Mortgage:

Unpaid principal balance:	\$	477,011.66
Accrued Interest:	\$	10,626.09
Default Interest:	\$	6,824.78
Renewal Fees	\$	4,993.04
Late Fees	\$	<u>9,377.10</u>
Total:	\$	<u>508,832.67</u>

From and after February 13, 2019, interest accrues on the unpaid principal balance under the terms of the Current Note at the default rate of Eleven Percent (11%) or \$145.76 per day. In addition, Lakeside has incurred and will continue to incur attorneys, appraisals, inspection, search, credit report and other fees and expenses as needed until the date of sale, all of which are compensable under the terms of the Mortgage and the Current Note.

k. Name of Present Owner of said Premises:

Chicago Title Land Trust Company, Successor Trustee to Lakeside Bank, Trustee under Trust Agreement dated October 8, 2003 and known as Trust No. 10-2573

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:

Municipal Elevator Services, Inc., Unknown Owners, and Non-Record Claimants

- m. Names of Persons Plaintiff Claims are Personally Liable for a Deficiency: Metropolitan Apostolic Community Church f/k/a Christ Apostolic Church, Inc., Metropolitan Apostolic Community Church of Christ, and Leon D. Finney, Jr.
- n. Capacity in Which Plaintiff Brings This Action: As owner and legal holder of the Current Note and Mortgage and all modifications thereto.
- p. Statement That The Right Of Redemption Has Been Waived By All Owners Of Redemption. The right of redemption has been waived pursuant to Section 14(c) of the Mortgage (Ex. A)
- q. Facts Supporting Request for Attorney's Fees, Costs and Expenses: Attorneys' fees, costs and expenses are recoverable under the terms of the Mortgage and Note (See, Ex. A, Section 17 and Ex. G, p. 2, ¶ 2, respectively).

6. Lakeside avers that, in addition to persons designated by name herein and the unknown defendants hereinbefore referred to, there are other persons and/or non-record claimants who are interested in this action and who have or claim some right, title, interest or lien in, to or upon the real estate, or some part thereof, in this Complaint described including but not limited to the following:

- (a) Unknown owners and non-record claimants, if any; and
- (b) Unknown tenants in possession of the subject real estate, if any.

That the name of each of such persons is unknown to Lakeside and on diligent inquiry cannot be ascertained, and all such persons are therefore made party defendants this this action by the name of description of UNKNOWN OWNERS and NON-RECORD CLAIMANTS.

WHEREFORE, Plaintiff, LAKESIDE BANK, respectfully requests the following:

- A. An Order appointing Plaintiff, LAKESIDE BANK, as mortgagee in possession or, in the alternative, an order appointing a receiver;
- B. A Judgment of Foreclosure and Sale, which provides for attorneys' fees, costs, and other expenses incurred in connection herewith;

- C. Judgment of Deficiency against Defendants, METROPOLITAN APOSTOLIC COMMUNITY CHURCH f/k/a CHRIST APOSTOLIC CHURCH, INC. and METROPOLITAN APOSTOLIC COMMUNITY CHURCH OF CHRIST;
- D. A Judgment for \$508,832.67 in the favor of Plaintiff, LAKESIDE BANK; and
- E. For such further relief that Plaintiff, LAKESIDE BANK, may be entitled under Illinois law.

COUNT II (COMMERCIAL GUARANTY)

1-5. Lakeside repeats and realleges paragraphs one (1) through four (4), inclusive, of Count I as and for paragraphs one (1) through four (4), inclusive, of Count II, herein and which are directed against Defendant, LEON D. FINNEY, JR. ("Finney").

6. Finney is a resident of Cook County, Illinois.

7. On or about May 13, 2015, Finney made, signed and delivered to Lakeside a Commercial Guaranty ("Guaranty") in writing in connection with the Mortgage, Current Note and other documents regarding the Property located in Chicago, Illinois. A copy of the Guaranty is attached as Exhibit I.

8. Finney promised and agreed promptly to pay any and all indebtedness of Metropolitan Apostolic Community Church of Christ to Plaintiff pursuant to the Current Note and Mortgage which is existing or due or to be incurred or become due hereafter under the Guaranty.

9. The Guaranty was required by Plaintiff and given by Finney and is directly related to Plaintiff providing the Current Note and Mortgage for the Property.

10. The Guaranty is absolute, unconditional, and continuing, including all costs and expenses of Plaintiff in enforcing the Guaranty (Ex. I, p. 3)

11. Pursuant to and in reliance upon the Guaranty, Plaintiff advanced and loaned to Metropolitan Apostolic Community Church of Christ the amount set forth in the Current Note.

12. Plaintiff has duly performed all conditions of the Guaranty on its part to be performed.

13. Plaintiff has duly advised and informed Finney that the Current Note is past due and delinquent and has not been paid in full.

14. Plaintiff has made demand for payment upon Finney, and to date, Finney has refused and declined to make payment thereof.

15. Any recovery by Plaintiff under this Count II will offset or reduce the amount that Plaintiff is owed pursuant to Count I herein.

WHEREFORE, Plaintiff, LAKESIDE BANK, demands judgment against Defendant, LEON D. FINNEY, JR., in the amount of \$508,832.67 plus interest, attorneys' fees and costs, and such other relief to which Plaintiff may be entitled.

Respectfully submitted,

LAKESIDE BANK



One of Its Attorneys

Steve M. Varhola  
LYMAN LAW FIRM, LLC  
227 West Monroe Street, Suite 2650  
Chicago Illinois 60606  
(312) 762-9517

**VERIFICATION**

Under penalties as provided by law pursuant to § 1-109 of the Code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the allegations in Plaintiff's, LAKESIDE BANK, Complaint for Foreclosure and Other Relief are true and correct to the best of his knowledge, except as otherwise stated therein and the above signed certifies as aforesaid that he verily believes the same to be true.

*Robert Matijevich*

Robert Matijevich, an authorized  
representative of Lakeside Bank