

IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT  
KANE COUNTY, ILLINOIS

TESSLER CONSTRUCTION COMPANY, INC., )

Plaintiff, )

v. )

GRP SOUTH ELGIN, LLC, *et al.*, )

Defendants. )

Case No. 2023CH00048

Judge John G. Dalton

\_\_\_\_\_  
BENSON ELECTRICAL CONTRACTING, INC., )

Counterclaim-Plaintiff, )

v. )

GRP SOUTH ELGIN, LLC, *et al.*, )

Counterclaim-Defendants. )



\_\_\_\_\_  
INB, NATIONAL ASSOCIATION, )

Counterclaim-Plaintiff, )

v. )

GRP SOUTH ELGIN, LLC; AVH FAMILY )  
HOLDINGS, LLC; TESSLER CONSTRUCTION )  
COMPANY, INC.; ALTHOFF INDUSTRIES, )  
INC.; CONCRETE BY WAGNER, INC.; D5 )  
IRON WORKS, INC.; JGC SERVICES, INC.; )  
PAINTERS USA, INC.; BENSON ELECTRICAL )  
CONTRACTING INC.; SHEET METAL )  
WERKS, INC.; IMPERIAL SURVEILLANCE )  
INC.; KOCH AIR, LLC; ROSS O. MORREALE )  
II; KIMBERLY MORREALE-MCAULIFFE; )  
ANDREW D. HUNT; UNKNOWN OWNERS )  
and NON-RECORD CLAIMANTS, )

Counterclaim-Defendants. )

**JUDGMENT OF FORECLOSURE AND SALE**

This matter coming before the Court on the motion (the "Motion") of Counterclaim-

Kane County Circuit Court ENVELOPE: 38621553 SUBMITTED: 6/18/2026 9:02 AM

Plaintiff INB, National Association (“INB”) for Entry of Judgment of Foreclosure and Sale pursuant to 735 ILCS 5/15-1506, the Court finds as follows:

**A. Jurisdiction**

1. This Court has jurisdiction over this action and the subject matter of the Motion.

**B. Evidentiary Findings**

2. All of the material factual allegations of the Verified Counterclaim for Foreclosure and Other Relief that INB filed on October 14, 2025 (the “Verified Counterclaim”) pursuant to the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, *et seq.*) are true and proven.

3. An Order of Default has been entered against the following Counterclaim-defendants for failure to answer or otherwise respond to the Verified Counterclaim: GRP South Elgin, LLC (“GRP”), AVH Family Holdings, LLC (“AVH”), and Unknown Owners and Non-Record Claimants.

4. As evidenced by the Affidavit of Steve Keenan in support of the Motion, the amounts of unpaid principal, accrued and unpaid interest, and advances for taxes and insurance that Counterclaim-Defendant GRP South Elgin LLC (“GRP” or “Borrower”) owes to INB under the loan at issue in this lawsuit (the “Loan”) (with such Loan evidenced by that certain Promissory Note dated as of March 30, 2021 executed by Borrower in favor of INB (as amended and modified, the “Note”)), through March 16, 2026, are as follows:

Unpaid Principal:	\$1,363,267.21
Accrued & Unpaid Interest (including interest at the default rate):	\$163,737.19
Advances for Taxes and Insurance:	\$82,838.22
AMOUNT DUE for Unpaid Principal, Interest, and Advances for Taxes and Insurance:	\$1,609,842.62

The amounts listed above do not include the claimed attorneys’ fees, costs, and expenses in the

amount of \$499,550.12, which INB incurred through January 31, 2026 in connection with protecting its interests and enforcing its rights under the Note and Mortgage (the “Attorney Fee Amount”). If a sale results from the sealed bid auction of the Property under the terms of Exhibit A to this Judgment, INB reserves its right to seek to add, prior to confirmation of the sale, the Attorney Fee Amount to the foregoing “AMOUNT DUE for Unpaid Principal, Interest, and Advances for Taxes and Insurance,” and also reserves its right to seek to add, prior to confirmation of the sale, further attorneys’ fees, costs, and expenses which INB has incurred, and continues to incur, from and after February 1, 2026 in connection with protecting its interests and enforcing its rights under the Note and Mortgage, to its judgment amount as to its Counterclaim Counts I and II. In addition, interest under the Loan currently is accruing at the rate of \$511.23 per diem.

5. As evidenced by INB’s Verified Counterclaim and the Affidavit of Steve Keenan, INB is entitled to foreclosure on its Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “Mortgage”) dated March 30, 2021, executed by Borrower in favor of INB, and recorded with the Kane County Recorder of Deeds as Document No. 2021K026410, for the mortgaged premises at 740 Schneider Drive, South Elgin, Illinois (the “Mortgaged Premises”) and on the personal property subject to the liens and security interests of INB pursuant to the Mortgage (the “Collateral”), and therefore entry of this judgment of foreclosure and sale is proper at this time.

**C. Information Concerning Mortgage:**  
(735 ILCS 5/15-1504(a))

6. The legal description of the subject real estate (also referred to as the “Mortgaged Premises”) is:

LOTS 1 AND 5 OF SOUTH ELGIN INDUSTRIAL PARK, UNIT 3, IN THE VILLAGE OF SOUTH ELGIN, KANE COUNTY, ILLINOIS.

Permanent Index Numbers: 06-26-303-008-0000  
06-26-303-009-0000

Common Address: 740 Schneider Drive, South Elgin, Illinois 60177

**D. Fees and Costs**  
(735 ILCS 5/15-1504(d)(1) through (6))

7. Pursuant to 735 ILCS 5/15-1504 and the terms of the Note and Mortgage, INB is entitled to an award of reasonable attorneys' fees, costs, and expenses.

8. INB set forth in its Motion that INB has incurred attorneys' fees, costs, and expenses in connection with services rendered by Barack Ferrazzano Kirschbaum & Nagelberg LLP and Giagnorio & Robertelli Ltd. in connection with the protection of its interests and enforcement of INB's rights under the Mortgage and Note in the amount of the Attorney Fee Amount from November 27, 2023 through January 31, 2026. If a sale results from the sealed bid auction of the Property under the terms of Exhibit A to this Judgment, INB reserves its right to seek to add, prior to confirmation of the sale, (i) the Attorney Fee Amount to the foregoing "AMOUNT DUE for Unpaid Principal, Interest, and Advances for Taxes and Insurance," and (ii) attorneys' fees, costs, and expenses incurred from and after February 1, 2026, to its judgment amount as to its Counterclaim Counts I and II.

**E. Ultimate Findings**

9. INB is entitled to the relief requested in the Verified Counterclaim, including foreclosure of the Mortgage upon the Mortgaged Premises and the Collateral (as defined in Count II of the Verified Counterclaim) in the amount of \$1,609,842.62, which includes the following amounts:

Unpaid Principal:	\$1,363,267.21
Accrued & Unpaid Note Rate Interest (including interest at the default rate):	\$163,737.19
Advances for Taxes and Insurance:	\$82,838.22
AMOUNT DUE for Unpaid Principal, Interest, and Advances for Taxes and Insurance:	\$1,609,842.62

In addition, INB is entitled to additional per diem interest of \$511.23 which continues to accrue from and after March 16, 2026, and attorneys' fees, costs, and expenses incurred in connection with protecting its interests and enforcing its rights under the Note and Mortgage.

10. All Counterclaim-Defendants who are in default for failure to Answer or otherwise respond to the Complaint, which include GRP, AVH, and Unknown Owners and Non-Record Claimants, are found and declared to have no interest in the Mortgaged Premises or Collateral foreclosed upon, as they have offered no evidence of said interest.

11. INB's Mortgage is found to be of first priority, prior and superior to all other mortgages, claims of interest and liens upon the Mortgaged Premises (including those of GRP; AVH; Tessler Construction Company, Inc.; Althoff Industries, Inc.; Concrete By Wagner, Inc.; Painters USA, Inc.; JGC Services, Inc.; Sheet Metal Werks, Inc.; and Unknown Owners and Non-Record Claimants), except for real estate taxes, and except as to the mechanics lien claims of Koch Air, LLC ("Koch"), Benson Electrical Contracting, Inc. ("Benson"), and Imperial Surveillance, Inc. ("Imperial"), and the original mechanics lien claim of D5 Iron Works, Inc. ("D5"), as to which the validity and/or priority of such mechanics lien claims are subject to further determination by the Court.

12. INB's security interest in the Collateral is found to be of first priority, prior and superior to all other mortgages, claims or interests and liens upon the Collateral, except as to the mechanics lien claims of Koch, Benson, and Imperial, and the original mechanics lien claim of

D5, as to which the validity and/or priority of such mechanics lien claims are subject to further determination by the Court.

**IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED THAT:**

1. Judgment of Foreclosure and Sale is granted to INB, National Association, and against the following Counterclaim-defendants: GRP South Elgin, LLC; AVH Family Holdings, LLC; Tessler Construction Company, Inc.; Althoff Industries, Inc.; Concrete By Wagner, Inc.; Painters USA, Inc.; D5 Iron Works, Inc.; Koch Air, LLC; Benson Electrical Contracting, Inc.; JGC Services, Inc.; Imperial Surveillance, Inc.; Sheet Metal Werks, Inc.; and Unknown Owners and Non-Record Claimants.

**IT IS FURTHER ORDERED:**

**A. Order Upon Deemed Request for Foreclosure (Real Property)**  
(735 ILCS 5/15-1504(e)(1) through (6))

2. A Judgment of Foreclosure and Sale is hereby entered pursuant to 735 ILCS 5/15-1506.

3. Upon confirmation of the foreclosure sale of the Mortgaged Premises, every right, title or interest of every sort in the Mortgaged Premises is terminated.

4. The Mortgaged Premises are ordered to be sold in accordance with 735 ILCS 5/15-1507.

**B. Order Upon Deemed Request for Foreclosure (Collateral)**

5. A Judgment of Foreclosure and Sale is entered with respect to the Collateral in accordance with Section 9-604(a) of the Illinois Uniform Commercial Code.

6. The Collateral shall be sold at the foreclosure sale authorized pursuant to this Judgment.

7. Upon confirmation of the foreclosure sale, every right, title or interest of every sort

in the Collateral is terminated.

**C. Order Upon Special Matters**

(735 ILCS 5/15-1506(f)(1) through (14))

8. This sale will be by sealed-bid auction.

9. This sale will be by written bid.

10. The Court appoints Rick Levin of Rick Levin & Associates, Inc., as the Selling Officer, and the Selling Officer shall conduct this sale subject to the terms set forth in the Bidding Procedures set forth in the attached **Exhibit A**.

11. If the sealed-bid auction under the procedures described in Exhibit A to this Judgment does not result in a sale of the Property, this Judgment will be modified to set forth an alternative method of selling the Property, which method will allow for INB to place a credit bid up to and including the total amount of the debt Borrower owes to INB under the Loan, which amount shall include the attorneys' fees, costs, and expenses that INB has incurred in protecting its interests and enforcing its rights under the Note and Mortgage.

12. Exceptions to which title in the real estate will be subject at the sale will include general real estate taxes for the current year and for the preceding year which have not become due and payable as of the date of this Judgment, easements and restrictions of record.

**D. Certificate of Sale**

13. Upon the sale of the Mortgaged Premises, the person conducting the sale shall give a certificate of sale to the purchaser and cause such certificate of sale to be recorded. The certificate shall be freely assignable.

**E. Transfer of Title**

(735 ILCS 5/15-1509(a)-(c))

14. Upon or after confirmation of the sale, the person who conducted the sale or the

Court will execute a deed to the holder of the certificate of sale or its assignee sufficient to convey title, which deed will identify the Court and the caption of this case. Signature and the recital in the deed of the title or authority of the person signing the deed, as grantor of authority, pursuant to this Judgment and of the giving of the notices required by statute will be sufficient proof of the facts recited and of such authority to execute the deed, but such deed will not be construed to contain any covenant on the part of the person executing it.

15. Delivery of the deed executed on the sale of the real estate, even if the purchaser or holder of the certificate of sale is a party to the foreclosure, will be sufficient to pass the title thereto. Such conveyance will be an entire bar of (i) all claims of any parties to this foreclosure case and (ii) all claims of any Non-Record Claimant or Unknown Owner who has been given notice of the foreclosure as provided by statute.

**F. Application of Proceeds**

(735 ILCS 5/15-1512(a) through (d))

16. The proceeds resulting from the sale ordered herein will be applied in the following order:

- a. the reasonable expenses of sale;
- b. the reasonable expenses of securing possession before sale; holding, maintaining, and preparing the Mortgaged Premises for sale, including payment of real estate taxes; premiums on hazard and liability insurance; reasonable attorneys' fees, costs, and expenses of INB; the receiver's attorneys' fees;
- c. satisfaction of claims in the order of priority adjudicated in the order confirming the sale, and receiver's fees other than attorneys' fees, *provided, however*, that, in accordance with the Court's Order of May 16, 2025, the receiver's fees and expenses (other than the receiver's attorneys' fees) shall not reduce the amounts paid to INB on account of INB's mortgage on the subject property and shall not reduce any proceeds to which INB would be entitled in connection with any sale of the subject property, and INB shall not otherwise be responsible for or obligated to pay any of the receiver's fees or expenses; and
- d. remittance of any surplus, if any, to be held by the person appointed by the Court to conduct the sale until further order of Court.

**G. Redemption – Non-Residential**  
(735 ILCS 5/15-1601(b) and 1603)

17. In this foreclosure of a mortgage of non-residential real estate, the redemption period has been waived pursuant to the Section of the Mortgage entitled “Miscellaneous Provisions: Waiver of Right of Redemption” (Mortgage at p. 13), and any rights of redemption end with the entry of this Judgment of Foreclosure.

**H. Report of Sale**  
(735 ILCS 5/15-1508(a), (b))

18. The person conducting the sale will file a report of sale with the Clerk of the Court specifying the amount of the proceeds of sale realized.

**I. Deferral of Priority**  
(735 ILCS 5/15-1506(h))

19. The Court defers until the hearing to confirm the sale the proving of the priority of INB’s Mortgage as against the mechanics lien claims of Koch, Benson, and Imperial, and the original mechanics lien claim of D5. The Court defers until the hearing to confirm the sale the proving of the priority of any interest in the Property of any mechanics lien claimant as against any interest in the Property of any other mechanics lien claimant. Any mechanics lien claimant reserves the right, prior to confirmation of the sale of the Property, to attempt to prove up the validity and/or priority of its mechanics lien claim as against the interest in the Property of any other party, except that the Court maintains and will not revisit its previous Orders that already have established the priority and superiority of INB’s Mortgage as against the mechanics lien claims of Tessler Construction Company, Inc.; Althoff Industries, Inc.; Concrete By Wagner, Inc.; Painters USA, Inc., and D5 (as to its amended mechanics lien claim), and (b) the Court will not revisit its finding in this Judgment of Foreclosure and Sale that INB’s Mortgage is of first priority and superior to the mechanics lien claims of JGC Services, Inc. and Sheet Metal Werks, Inc.

**J. Deficiency**

(735 ILCS 5/15-1504(f), 15-1508(b)(2) and (e), and 15-1511)

20. If the money arising from said sale is insufficient to pay the amounts due to INB with interest and the costs and expenses of sale and INB's attorneys' fees, costs, and expenses, the Court shall determine the amount of such deficiency, and a Judgment will be entered therefore.

21. The terms and provisions of this Judgment, the entry of this Judgment, and the foreclosure of the Mortgage: (1) do not in any way impair or otherwise affect INB's rights to obtain a judgment against any person or entity for a deficiency; and (2) shall not be deemed or construed as a consent foreclosure under 735 ILCS 5/15-1402 or acceptance of a deed in lieu of foreclosure under 735 ILCS 5/15-1401.

**K. Jurisdiction and Appeal**

22. The Court retains jurisdiction during the remaining pendency of this action.

/s/ John Dalton 6/18/2026 9:01:35 am

Date: \_\_\_\_\_, 2026

ENTER. \_\_\_\_\_



Prepared by:

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*Attorney for Counterclaim-Plaintiff INB, National Association*

# **EXHIBIT A**

**to Judgment of Foreclosure and Sale**

## **Rick Levin & Associates, Inc.**

### **PROCEDURES, TERMS AND CONDITIONS OF COURT-ORDERED SEALED BID AUCTION**

**Case No. 2023-CH-000048 (the “Foreclosure Case”) in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois (the “Court”)**

**Sealed Bid Auction for Real and Personal Property (collectively, the “Property”) Located at: 740 Schneider Drive, South Elgin, IL 60177**

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#### **1. SEALED BID DEADLINE**

1:00 PM Chicago Time, **August 11, 2026** (the “Sealed Bid Deadline”)

#### **2. MAIL OR DELIVER SEALED BIDS TO:**

Rick Levin & Associates, Inc. (“RLA”)

1434 N. Astor Street

Chicago, Illinois 60610

Office: 312-440-2000

#### **3. FORM OF SEALED BID**

The form of the sealed bid (the “Bid Form”) shall be available on RLA’s website, and will require that the bidder identify the bidder’s legal name and/or entity name, mailing address, phone number, and email address, and state the total amount of the bidder’s bid (the “Bid Amount”) exclusive of the Buyer’s Premium (as defined below).

#### **4. BUYER’S PREMIUM**

A seven and a half percent (7.5%) buyer’s premium (“Buyer’s Premium”) is in effect for this sealed bid auction, and the winning bidder shall pay the Buyer’s Premium by adding to the Bid Amount the amount that is 7.5% of the Bid Amount (i.e., the amount of the bid shall be increased by 7.5%).

#### **5. BIDDING PROCEDURES**

Sealed bids must be submitted on or before the Sealed Bid Deadline as set forth above, along with a cashier’s check made payable to “Rick Levin & Associates, Inc. – Escrow Account” in the amount of 10 percent of the Bid Amount exclusive of the Buyer’s Premium (the “Down Payment”). The Down Payment check of the winning bidder shall be held by RLA in escrow until the Court enters an Order with instructions as to the disposition of the Down Payment check. The Down Payment check of any bidder that is not the winning bidder shall be returned to such bidder within three (3) business days after the determination of the winning bidder.

#### **6. MINIMUM BID AMOUNT**

The minimum Bid Amount (the “Minimum Bid Amount”) shall be \$2,100,000.00 (Two Million One Hundred Thousand Dollars) exclusive of the Buyer’s Premium and exclusive of any Participating Broker Fee (as defined below), if applicable. Any bid in an amount equal to or greater than the Minimum Bid Amount that is the highest bid shall be

accepted by RLA as a winning bid. If a bid is made in an amount lower than the Minimum Bid Amount, RLA shall have no obligation to accept any such bid as a winning bid, even if such bid is the highest bid received; *provided, however*, that if the only bid or bids received are in an amount lower than the Minimum Bid Amount, then INB, National Association (“INB”), which is a counterclaim-plaintiff in the Foreclosure Case, shall have the right, in its sole and absolute discretion, to cause RLA to accept as a winning bid the highest bid received that is in an amount lower than the Minimum Bid Amount. For the avoidance of doubt, INB shall have no obligation to cause RLA to accept as a winning bid any bid that is in an amount lower than the Minimum Bid Amount. If no bid is received in an amount equal to or higher than the Minimum Bid Amount, and if INB does not cause RLA to accept as a winning bid a bid that is in an amount lower than the Minimum Bid Amount, then RLA shall not be entitled to any Buyer’s Premium.

**7. RESPONSE TO BIDS**

The Property is being offered “with reserve,” subject to acceptance by RLA and approval by the Court.

If two or more bidders bid the same amount (exclusive of the Buyer’s Premium and exclusive of any Participating Broker Fee, as defined below), and such amount is the highest Bid Amount as determined by RLA, then RLA will notify each such bidder of the tie, and, within 48 hours of the Sealed Bid Deadline, each such bidder shall provide to RLA, on the Bid Form, its best-and-final bid amount (exclusive of the Buyer’s Premium and exclusive of any Participating Broker Fee, as defined below). If two or more bidders remain tied, then the process shall repeat during successive 48-hour periods until one bidder is the winning bidder.

RLA shall provide notice, via email, to the winning bidder that its bid was the winning bid. Within three (3) business days after winning bidder receives such notice, the winning bidder shall remit to RLA’s escrow account, by wire transfer in accordance with instructions provided by RLA, the amount that is (i) the remainder of the Bid Amount (i.e., 90 percent of the Bid Amount) plus (ii) the Buyer’s Premium amount (such total amount, hereafter the “Remaining Amount”). The Remaining Amount shall be held by RLA in escrow until the Court enters an Order with instructions as to the disposition of the Remaining Amount.

If the winning bidder does not timely remit payment to RLA of the Remaining Amount, (i) the Down Payment amount shall be treated as if it were proceeds of the sale of the Property, (ii) the Court shall make the Down Payment amount available to the parties to the Foreclosure Case, but not to RLA or the Court-appointed receiver, in the order of priority that the Court has established, or establishes, with respect to lien interests in the Property, and (iii) the winning bidder shall have no rights in or to the Down Payment amount.

If the Court denies approval of the sale of the Property to the winning bidder, the Down Payment and the Remaining Amount shall be returned to the winning bidder within three (3) business days after the Court’s entry of an Order denying approval of the sale.

**8. INFORMATION AVAILABLE TO BIDDER**

A description of the Property, and other information, is available to prospective bidders on RLA’s website: [www.ricklevin.com](http://www.ricklevin.com).

**9. PROPERTY CONDITION**

The Property is being sold on an “as-is” and “where is” basis, and RLA makes no warranties or representations whether express or implied of any kind or nature, including as to the condition thereof. Bidders are encouraged to carefully inspect the property, and all available information relating thereto, before bidding.

**10. BROKER PARTICIPATION**

If the winning bidder is a client of a qualified licensed broker who has timely registered with RLA as set forth in this paragraph (a “Participating Broker”), within three (3) business days after the Court’s approval of the sale of the Property to the winning bidder, the Participating Broker shall receive a fee (the “Participating Broker Fee”) equal to two percent (2%) of the winning bidder’s Bid Amount. The Participating Broker Fee shall be paid as follows: 1% by RLA and 1% from the net proceeds of the sale.

To be eligible for payment of the Participating Broker Fee, a Participating Broker MUST timely deliver to RLA, on or before **August 11, 2026** at 12:00 p,m, noon Chicago Time, all of the following items via FedEx or UPS delivery, to Rick Levin & Associates, Inc., Broker Registration Dept., 1434 N. Astor Street, Chicago, Illinois, 60610:

- 1) Proof that the broker is a duly licensed real estate broker in Illinois in good standing;
- 2) A letter on the broker’s letterhead indicating its client’s name, address, and daytime and evening telephone numbers, and the broker’s email address. The broker and client must each sign the letter acknowledging the broker’s representation of the client.
- 3) Provide an affidavit of the broker stating that the broker is serving only as a broker and not as a principal or other participant with respect to the purchase or potential ownership of the Property.

There will be NO EXCEPTIONS to these requirements. No oral registrations of Participating Brokers will be accepted. RLA will acknowledge, via email, its acceptance of the registration of a Participating Broker.

If a Participating Broker has not met all of the foregoing requirements, the Participating Broker Fee will not be paid to the broker even if the broker’s client is the winning bidder. Each bidder who registers with a Participating Broker represents that it has dealt with no other brokers with respect to the Property, and such bidder shall indemnify RLA against a claim by any other broker claiming a fee by reason of having dealt with such bidder.

**11. NO CONTINGENCIES**

This sale shall not be subject to any contingencies, including, without limitation, Purchaser’s ability to obtain financing.

**12. ADDITIONAL CONDITIONS**

The accuracy and completeness of the information contained in the marketing materials and in the Bidder’s Information Package cannot be guaranteed and prospective bidders are advised to independently verify any information they deem important.

EXCEPT AS EXPRESSLY STATED IN THIS PARAGRAPH, THESE PROCEDURES, TERMS AND CONDITIONS DO NOT CREATE ANY LEGAL OBLIGATIONS ON RLA. IF RLA FAILS TO COMPLY WITH ANY OF THESE PROCEDURES, TERMS AND CONDITIONS FOR ANY REASON, RLA SHALL NOT HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER. THESE PROCEDURES, TERMS AND CONDITIONS NEVERTHELESS ARE BINDING UPON AND MUST BE COMPLIED WITH BY ANY PERSON OR ENTITY SUBMITTING A SEALED BID.

INB SHALL NOT HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER WITH RESPECT TO THESE PROCEDURES, TERMS AND CONDITIONS, OR WITH RESPECT TO ANY ACTION OR INACTION OF INB IN CONNECTION WITH THESE PROCEDURES, TERMS AND CONDITIONS.

DISCLAIMER: INFORMATION CONTAINED IN THE AUCTION BROCHURE, THE BIDDER'S INFORMATION PACKAGE AND WEBSITE HAS BEEN OBTAINED FROM THE COURT-APPOINTED RECEIVER AND OTHER SOURCES DEEMED TO BE REASONABLY RELIABLE. HOWEVER, NEITHER RLA, THE RECEIVER, NOR INB, NOR ANY OF THEIR AGENTS, MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. NEITHER RLA, THE RECEIVER NOR INB SHALL BE LIABLE FOR ANY ERRORS IN OR CORRECTIONS OF ANY INFORMATION REGARDING THE PROPERTY BEING SOLD. EACH PROSPECTIVE BIDDER MUST UNDERTAKE AND RELY ON HIS OR HER OWN INVESTIGATION OF THE PROPERTY.

**Rick Levin & Associates, Inc.**  
Tel: 1-312-440-2000 Website: [www.ricklevin.com](http://www.ricklevin.com)