

Subject: Fw: USC 18.225, 18.215, 18.2, 18.3, 18.4 and 18.215 filed by SEC

From: Bo Dincer <bo.dincer@yahoo.com>

Date: 6/24/2022, 5:52 PM

To: MILTON MCKENZIE <ms60710444266@yahoo.com>, Governor Hochul <governor.hochul@exec.ny.gov>

/S/ BO DINCER

— IMG_6865.jpg —

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SIGNATURE AND ACKNOWLEDGMENT PAGE
CONSOLIDATED, AMENDED AND RESTATED MORTGAGE AND SECURITY
AGREEMENT

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INDEX NO. 153974/20

NYSCEF DOC. NO. 315

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STATE FARM REALTY MORTGAGE, L.L.C.

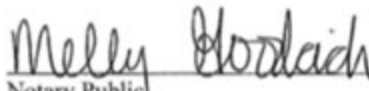
By: State Farm Life Insurance Company,
its Managing Member

By: 
Philip J. Reuter
Investment Professional

By: 
Matthew D. Melick
Assistant Secretary

STATE OF ILLINOIS, COUNTY OF McLEAN, SS.:

BE IT REMEMBERED that on this 14th day of May, 2020, before me, the subscriber, personally appeared Philip J. Reuter, the Investment Professional, and Matthew D. Melick, the Assistant Secretary of STATE FARM LIFE INSURANCE COMPANY, managing member of STATE FARM REALTY MORTGAGE, L.L.C., who, I am satisfied, are the persons who have signed the within instrument, and I having first made known to them the contents thereof they acknowledged that they signed, sealed with the corporate seal and delivered the said instrument in their respective capacities as officers of such corporation, and that the within instrument is the voluntary act and deed of said corporation on behalf of said limited liability company, made by virtue of authority from its Board of Directors.


Molly Goodrich
Notary Public



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NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER		 2020052000291002002EFC6F																										
RECORDING AND ENDORSEMENT COVER PAGE																												
Document ID: 2020052000291002 Document Type: AGREEMENT Document Page Count: 48		Document Date: 05-15-2020 Preparation Date: 05-26-2020																										
PRESENTER: NEW YORK LAND SERVICES/TO BE PICKED UP 630 THIRD AVENUE- 12TH FLOOR NEW YORK, NY 10017 212-490-2277 TITLE NO. 20NYM13450		RETURN TO: MCCARTER & ENGLISH, LLP ATTN: JEFFREY A. PETT, ESQ. FOUR GATEWAY CENTER/100 MULBERRY STREET NEWARK, NJ 07102																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Borough</th> <th style="text-align: left;">Block</th> <th style="text-align: left;">Lot</th> <th style="text-align: left;">Unit</th> <th style="text-align: left;">Address</th> </tr> </thead> <tbody> <tr> <td>MANHATTAN</td> <td>503</td> <td>1</td> <td>Entire Lot</td> <td>97 SULLIVAN STREET</td> </tr> <tr> <td colspan="5">Property Type: COMMERCIAL REAL ESTATE</td> </tr> <tr> <td>MANHATTAN</td> <td>503</td> <td>6</td> <td>Entire Lot</td> <td>107 - 109 SULLIVAN STREET</td> </tr> <tr> <td colspan="5">Property Type: COMMERCIAL REAL ESTATE</td> </tr> </tbody> </table>				Borough	Block	Lot	Unit	Address	MANHATTAN	503	1	Entire Lot	97 SULLIVAN STREET	Property Type: COMMERCIAL REAL ESTATE					MANHATTAN	503	6	Entire Lot	107 - 109 SULLIVAN STREET	Property Type: COMMERCIAL REAL ESTATE				
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<input checked="" type="checkbox"/> Additional Properties on Continuation Page																												
CROSS REFERENCE DATA MANHATTAN Year: 1993 Reel: 1996 Page: 913 <input checked="" type="checkbox"/> Additional Cross References on Continuation Page																												
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FEEES AND TAXES																												
Mortgage: Mortgage Amount: \$ 6,000,000.00 Taxable Mortgage Amount: \$ 0.00 Exemption: 255		Filing Fee: \$ 0.00 NYC Real Property Transfer Tax: \$ 0.00 NYS Real Estate Transfer Tax: \$ 0.00																										
TAXES: County (Basic): \$ 0.00 City (Additional): \$ 0.00 Spec (Additional): \$ 0.00 TASF: \$ 0.00 MTA: \$ 0.00 NYCTA: \$ 0.00 Additional MRT: \$ 0.00 TOTAL: \$ 0.00		RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed 05-26-2020 11:56 City Register File No.(CRFN): 2020000155421																										
Recording Fee: \$ 295.00 Affidavit Fee: \$ 8.00		  City Register Official Signature																										

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Done 10.AUG.2020.-.LETTER.TO.LAURI...



FILED: NEW YORK COUNTY CLERK 08/11/2020 12:35 PM
NYSCEF DOC. NO. 397

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b-dincer66@outlook.com

From: BARIS DINCER <b-dincer66@outlook.com> on behalf of b-dincer66@outlook.com
Sent: Monday, August 10, 2020 2:43 AM
To: slaskowitz@ingramllp.com
Cc: Bo Dincer; 'LEGAL@MSKYLINE.COM'; 'LZUCKER@MSKYLINE.COM'
Subject: RE: STATE FARM.
Attachments: CCF_000031.pdf; 153974_2020_Sullivan_Properties_L_P_v_Baris_Dincer_EXHIBIT_S_312.pdf

Miss Laskowitz,

I informed your client of this material information and want no involvement with your personal affairs and dealings with Plaintiffs, and more specifically in their claims as attested to and as referenced in the attachments.

You can accept this as a courtesy and treat this as "time is of the essence"; I don't want to enjoin myself in any fraudulent behavior or placed in false-light, aiding or abetting, or enjoined in these business dealings which you are privy to.

Have a good evening.

BD.

From: DINCER, BARIS <bad078@g.harvard.edu>
Sent: Monday, August 10, 2020 12:36 AM
To: LZUCKER@mskyline.com
Subject: Please advise STATE FARM

LMK.

Just want to make sure this is acceptable font and offsettingfory States

If I don't hear back, I'll just assume go0d 4 filing.

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1. Title Documents

Date	Type	Amount	Party 1	Party 2
5/26/2020 – R	Initial UCC1 (M)		Sullivan Properties L P. C/O the Zucker Organization 101 West 55th Street New York NY 10019	State Farm Realty Mortgage L L C One State Farm Plaza Bloomington IL 61710

https://www.propertyshark.com/mason/Property-Report/components/print/print_report.html?propkey=6170&cats=/Property-Report/sections/ny/nyc/generic_overview/Reports2/prc

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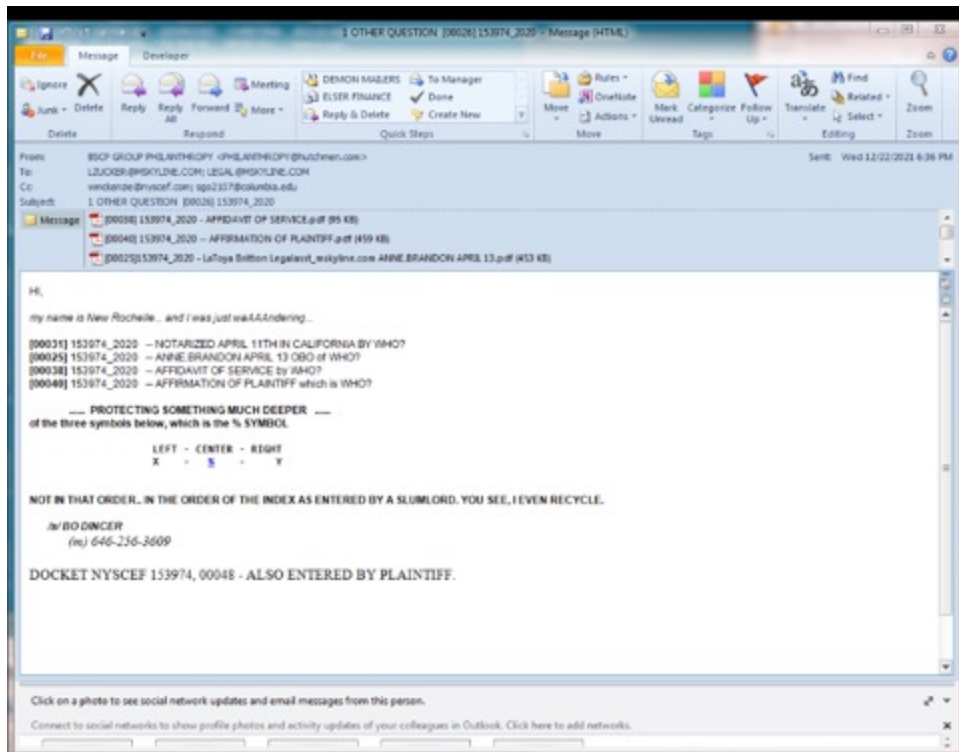
8/4/2020
NYSCEF DOC. NO. 238

111 Sullivan St | PropertyShark

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Date	Type	Amount	Party 1	Party 2
5/15/2020 – D 5/26/2020 – R	Assignment of leases and rents (M)	\$6,000,000	Sullivan Properties L P. C/O the Zucker Organization 101 West 55th Street New York NY 10019	State Farm Realty Mortgage L L C One State Farm Plaza Bloomington IL 61710
5/15/2020 – D 5/26/2020 – R	Agreement (M)	\$6,000,000	Sullivan Properties L P. C/O the Zucker Organization 101 West 55th Street	State Farm Realty Mortgage L L C One State Farm Plaza Bloomington IL 61710

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§ 301. Certificate of compliance or occupancy

§ 301. **Certificate of compliance or occupancy.** 1. No multiple dwelling shall be occupied in whole or in part until the issuance of a certificate by the department that said dwelling conforms in all respects to the requirements of this chapter, to the building code and rules and to all other applicable law, except that no such certificate shall be required in the case of:

a. Any class B multiple dwelling existing on April eighteenth, nineteen hundred twenty-nine, for which a certificate of occupancy was not required before such date and in which no changes or alterations have been made except in compliance with this chapter, and

b. Any old-law tenement, or any class A multiple dwelling erected after April twelfth, nineteen hundred one, which was occupied for two years immediately before January first, nineteen hundred nine, and in which no changes or alterations have been made except in compliance with the tenement house law or this chapter, or wherein:

(1) two or more apartments are combined creating larger residential units, and

(2) the total legal number of families within the building is being decreased, and

(3) the bulk of the buildings is not being increased

These exceptions shall not be deemed to relieve any owner from the obligation to make every alteration required in any old-law tenement or other multiple dwelling in compliance with the applicable provisions of this chapter.

2. Except as above provided, no dwelling constructed as or altered or converted into a multiple dwelling after April eighteenth, nineteen hundred twenty-nine, shall be occupied in whole or in part until the issuance of a certificate of compliance or occupancy.

§ 302. Unlawful occupation

§ 302. **Unlawful occupation.** 1. a. If any dwelling or structure be occupied in whole or in part for human habitation in violation of section three hundred one, during such unlawful occupation any bond or note secured by a mortgage upon said dwelling or structure, or the lot upon which it stands, may be declared due at the option of the mortgagee.

b. No rent shall be recovered by the owner of such premises for said period, and no action or special proceeding shall be maintained therefor, or for possession of said premises for nonpayment of such rent.

LOAN 50074 - SECTION 1.4 --- INDEMNITY.

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Loan Documents (as defined in Section 1.3) including, without limitation, sums owing from or required to be paid by Mortgagor as a result of the breach or non-performance of any of the Obligations (as defined in Article Two), regardless of whether Mortgagor is personally liable for any such payment.

1.4 Loan Documents.

In addition to this Mortgage and the Note, there have been executed and delivered to and in favor of State Farm certain other loan documents (the Note, this Mortgage and all other documents and instruments, whether now or hereafter existing, which secure or guarantee payment of the Note or are otherwise executed in connection with the Loan, as the same may hereafter be amended, modified, supplemented or replaced from time to time, are collectively referred to herein as the "Loan Documents"). The Loan Documents include, without limitation, a guaranty (whether one or more, the "Guaranty") executed by Donald Zucker (whether one or more, the "financier") of even date herewith.

**ARTICLE TWO
THE GRANT****LOAN 50074 - SECTION 3.6 --- TAX RISKS.****FILED: NEW YORK COUNTY CLERK 08/09/2020 02:24 AM**

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(b) Mortgagor shall first notify State Farm in writing of the intention of Mortgagor to contest the same before any Contested Liens have been increased by any interest, penalties or costs.

3.6 Tax and Lien Payments by State Farm.

(a) Upon the failure of Mortgagor to pay the Tax Deposits as required in Section 3.3 or, in the event said payments are waived by State Farm, to pay the Taxes required to be paid in Section 3.5 above (unless Mortgagor is contesting the Taxes as provided in Section 3.5 above), State Farm is authorized, in its sole discretion, to make any payment of Taxes in accordance with any tax bill or statement from the appropriate public office without inquiry into the accuracy or validity of any Taxes, sales, forfeiture of title or claim relating thereto.

(b) State Farm is also authorized, in the place and stead of Mortgagor, to make any payment relating to any apparent or threatened adverse title, lien, claim of lien, encumbrance, claim, charge or payment otherwise relating to any other purpose but not enumerated in this Section, whenever, in State Farm's judgment and discretion, such payment seems necessary to protect the full security intended to be created by this Mortgage.

(c) All such payments authorized by this Section 3.6 that are not promptly reimbursed by Mortgagor shall constitute additional Indebtedness and shall be immediately due and payable by Mortgagor to State Farm upon demand with interest at the Default Rate (as defined in the Note) from the date of such payment.

3.7 Insurance.

— Attachments: —

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IMG_6857.jpg	93.0 KB
IMG_7157.jpg	116 KB
IMG_7177.jpg	43.7 KB
IMG_7156.jpg	115 KB

IMG_7140.jpg	102 KB
text_7.txt	220 bytes