

EXHIBIT 31

WEBSTER DESIGN

EXHIBIT 1-40

RANDALL & KENIG LLP

455 North CityFront Plaza Drive
NBC Tower
Suite 2510
Chicago, Illinois 60611
Telephone: 312 / 822-0800 • Fax: 312 / 822-0215

April 18, 2018

Scott H. Kenig
312/822-0217
skenig@randall-law.com

VIA OVERNIGHT AND U.S. MAIL

Frank J. Barrett
1606 Westchester Boulevard
Westchester, Illinois 60154

Darlene A. Barrett
1606 Westchester Boulevard
Westchester, Illinois 60154

Re: Byline Bank f/k/a North Community Bank successor-by-merger to Plaza Bank loans to Frank J. Barrett and Darlene A. Barrett

Dear Mr. & Mrs. Barrett:

Our office has been retained by Byline Bank (the "Bank") to initiate collection proceedings with respect to the following loans (the "Loans"):

<i>Loan Nos.</i>	<i>Date</i>	<i>Original Principal Amount</i>	<i>Maturity Date</i>	<i>Borrowers</i>
11147585	03-16-2007	\$282,021.59	09-16-2018	Frank J. Barrett & Darlene A. Barrett
11147245	02-16-2005	\$216,000.00	09-21-2018	Frank J. Barrett & Darlene A. Barrett

EX 17

A. Statement as to Collateral.

The Loans are secured by mortgage (collectively, the "Mortgages") and assignment of rents on the real properties and improvements located at 1600 Westchester Boulevard, Westchester, Illinois 60154 and 1606 Westchester Boulevard, Westchester, Illinois 60154. The Loans may also be secured by additional collateral not specifically listed here:

RANDALL & KENIG LLP

Mr. Frank J. Barrett
Mrs. Darlene A. Barrett
April 18, 2018
Page 2

B. Statement as to Default.

Prior to taking legal action, the Bank hereby notifies you Loan #11147585 is in default as a result of the Borrowers' failure to pay the March 16, 2018 monthly installment due and owing under Loan #11147585. The Bank hereby declares a default under Loan #11147245 as a result of the foregoing default under Loan #11147585.

C. Statement as to Amount Due.

As a result of the defaults outlined above, the Bank hereby accelerates all amounts due and owing under the Loans which are now due and payable. As of April 16, 2018, the total amount due and owing under the Loans was as follows:

<u>LOAN #11147585:</u>		<u>LOAN #11147245:</u>	
Principal:	\$226,409.69	Principal:	\$181,874.13
Interest:	1,088.68	Interest:	505.46
Late Charges:	<u>105.56</u>	Late Charges:	<u>0.00</u>
Total Amount Due:	\$227,603.93	Total Amount Due:	\$182,379.59
Per Diem:	\$25.16	Per Diem:	\$20.21

D. Statement as to Curing Default.

Pursuant to the terms of the loan documents, you are hereby notified that in order to cure the default under the Loans outlined above, the total amount due and owing under the notes must be paid on or before April 26, 2018. Your failure to cure the default as aforementioned may result in the institution of a suit(s) to collect on the Loans, foreclosure of the Mortgages or any other necessary action. If the Bank files a suit(s) to collect on the Loans, it will be entitled to collect in such suit(s) all expenses including, but not limited to, attorneys fees and costs. If you have any questions please call.

E. Reservation of Rights.

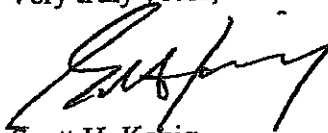
Notice is hereby given that notwithstanding the fact that the Borrowers may continue to make payments under the Loans, the Bank's acceptance of those payments shall not be construed as waiving any rights or remedies that the Bank has under the promissory notes, Mortgages or any other

RANDALL & KENIG LLP

Mr. Frank J. Barrett
Mrs. Darlene A. Barrett
April 18, 2018
Page 3

loan documents executed by the Borrowers in connection with the Loans, all such rights and remedies being expressly reserved. Notice is further given that pursuant to the Illinois Uniform Commercial Code and all applicable state and federal laws, the Bank's acceptance of the Borrowers' monthly payments in the past, present and future shall not constitute an accord and satisfaction to continue accepting such payments or defense by the Borrowers that the aforementioned defaults under the Loans has been cured on the grounds that the Borrowers are hereby advised that the Bank has and will continue to do so with a full reservation of its rights and remedies under the promissory notes, Mortgages and other loan documents evidencing the Loans. If you have any questions, you can call me or contact Robert Wilson at the Bank. Mr. Wilson's direct number is 773.890.3509.

Very truly yours,



Scott H. Kenig

SHK/sk

cc: Robert Wilson (via electronic mail only)

EXHIBIT 32



Byline Bank

180 N. LaSalle Street, Suite 400
Chicago, IL 60601
(773) 244-7000 bylinebank.com

Loan Payment Notice

Date	5-01-18
Note Number	11147585
Note Date	3/16/05
Principal Balance	225,662.97
Annual Rate	4.0000
Payment Due Date	MAY 16, 2018

00000269 TB912N05021805161600 01 00000000 0000269 001



FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332

Your Payment Consists of

Principal	703.34
Interest	752.21
Late Charges	251.12
Past Due Amount	4,398.45
Escrow	1,671.45
Total Payment Due	7,776.57

A payment on your note will be due on
MAY 16, 2018
Please Note: The amount due includes
interest to MAY 16, 2018 only.

Please keep this notice for your records
and return the notice below with your
payment.

Thank you for banking with us!

EX 30

FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332

Please return payment to Byline Bank.

Thank you for banking with us!



EXHIBIT 33

RANDALL & KENIG LLP

455 North CityFront Plaza Drive
NBC Tower
Suite 2510
Chicago, Illinois 60611
Telephone: 312 / 822-0800 • Fax: 312 / 822-0215

May 8, 2018

Scott H. Kenig
312/822-0217
skenig@randall-law.com

VIA OVERNIGHT AND U.S. MAIL

Frank J. Barrett
1606 Westchester Boulevard
Westchester, Illinois 60154

EX 38

Re: Loan No. 11147585 (the "Loan")

Dear Mr. Barrett:

As you are aware, our office represents Byline Bank (the "Bank") in connection with the Loan. Pursuant to the terms of the promissory note evidencing the Loan, the monthly principal and interest payments are \$1,455.55. Part of the collateral for the Loan is the real property and improvements located at 1600 Westchester Boulevard, Westchester, IL (the "Property"). According to the Bank's loan policies from Chicago Title, the PIN Nos. for the Property are 15-21-301-206 and 15-21-3-1-209. The last full year tax bill for the Property was 2016 at which time the aggregate real estate taxes for both PIN Nos. was \$19,650.45. Figuring a modest 5.0% increase for 2017 real estate taxes (\$982.52), the estimated 2017 real estate taxes for the Property would be \$20,632.98. Dividing that estimate by 12 equals a monthly tax escrow payment of \$1,719.41. However, as you know, the current monthly tax escrow for the Loan is \$1,671.45.¹

Notwithstanding, you have unilaterally decided to pay \$400.00 a month towards the required real estate tax escrow based on the Certificate of Error that you filed with the Cook County Assessor seeking to change the Property's classification from 5-17 (one-story commercial building) to 2-12 (mixed-use commercial/residential building). Although you claim in your e-mails to me that "1600 is the Westchester Medical Center office building [with PIN Nos. 15-21-301-206 and 15-21-3-1-209]

¹ The aggregate amount for the 1st installment of 2017 real estate taxes for the Property was \$10,807.75 which represents 55% of the 2016 real estate tax bill which was paid on March 1, 2018.

RANDALL & KENIG LLP

Mr. Frank J. Barrett

May 8, 2018

Page 2

and 1606 is your personal residence [with PIN No. 15-21-301-207],” I fail to see the basis for your conclusion that “1600-1606 is ONE mixed-use building.” Be that as it may, that is an issue between you and the Cook County Assessor. As I tried to explain to you on the phone, despite your optimism that the Assessor will grant your Certificate of Error and thereby lower the assessed value of the Property resulting in a lower tax bill, the basis for the Bank’s calculation of the monthly escrow payment for 2018 is the estimated amount of the 2017 real estate taxes. Until that estimated amount is verified to be different than as determined by the Bank (which will not occur until the 2nd installment of the 2017 real estate taxes are assessed), you do not have the right to unilaterally decide to adjust the monthly escrow amount. For this reason, the Bank issued the demand letter to you dated April 18, 2018 declaring the Loan in default and accelerating all sums due and owing under the Loan. The Bank stands by that demand letter.

In the meantime, despite the continuing default under the Loan, so long as the monthly principal and interest payments of \$1,455.55 continue to be paid along with the monthly tax escrow amount of \$400.00 (which the Bank continues to dispute as outlined above), the Bank has decided at this time to delay exercising its rights and remedies under the Loan as a result of the foregoing default. Furthermore, if there is a short-fall in the real estate tax escrow when the 2nd installment tax bill is issued, you will have five (5) days to deposit additional funds in the tax escrow to enable the Bank to pay that 2nd installment tax bill. Your failure to do so will result in another event of default under the Loan.

Most importantly, the Loan and Loan No. 11147245 (collectively, the “Loans”) have a stated maturity date of September 21, 2018. The Bank will not be extending the stated maturity date of the Loans and will not be refinancing them either. The Loans must be paid off in full at the stated maturity on September 21, 2018. Failure to do so will result in an event of default under the Loans at which time, if not sooner as outlined above, the Bank will exercise any and all of its rights under the Loans including institution of a suit(s) to collect on the Loans, foreclosure of the Mortgage or any other necessary action. If the Bank files a suit(s) to collect on the Loans, it will be entitled to collect in such suit(s) all expenses including, but not limited to, attorneys’ fees and costs.

Lastly, please be advised that notwithstanding the fact that the borrower under the Loan may continue to make payments under the Loan, the Bank’s acceptance of those payments shall not be construed as waiving any rights or remedies that the Bank has under the promissory notes, Mortgages or any other loan documents executed by the borrowers in connection with the Loan, all such rights and remedies being expressly reserved. Notice is further given that pursuant to the Illinois Uniform Commercial Code and all applicable state and federal laws, the Bank’s acceptance of the borrowers’ monthly payments in the past, present and future shall not constitute an accord and satisfaction to continue accepting such payments or defense by the borrowers that the aforementioned defaults

RANDALL & KENIG LLP

Mr. Frank J. Barrett

May 8, 2018

Page 3

under the Loan have been cured on the grounds that the borrowers are hereby advised that the Bank has and will continue to do so with a full reservation of its rights and remedies under the promissory notes, Mortgages and other loan documents evidencing the Loan. If you have any questions, please call.

Very truly yours,



Scott H. Kenig

SHK/sk

cc: Robert Wilson (via electronic mail only)

EXHIBIT 34



Byline Bank

180 N. LaSalle Street, Suite 400
Chicago, IL 60601
(773) 244-7000 bylinebank.com

00000158 TB912N05161805161100 01 000000000 0000158 001



FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332

PAST DUE NOTICE

5/15/18

DEAR CUSTOMER -
YOUR PAYMENT IS NOW TWO MONTHS PAST DUE. DO NOT
JEOPARDIZE YOUR CREDIT. COME IN AND SEE US.
THANK YOU

*** IF PAYMENT HAS BEEN REMITTED - PLEASE DISREGARD THIS NOTICE ***
* PLEASE RETURN ONE NOTICE WITH PAYMENT *

FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332

NOTE TYPE	174
NOTE NUMBER	11147585
PRINCIPAL BALANCE	225,662.97
PAYMENT DUE DATE	MAR 16, 2018
AMOUNT OF PAYMENT	1,522.57
PRINCIPAL	.00
INTEREST	.00
LATE CHARGES	251.12
ESCROW	4,271.41
TOTAL PAST DUE	4,649.50

EX 32



EXHIBIT 35

Print Images

Page 1 of 1

U.S. Bank Confidential Communication



Requested by: Agnes Banaszewski

This check image contains confidential information. If you view this image, please store it in a secure place to avoid unauthorized usage of this information. Increased security awareness when discarding or destroying this document is recommended.

Account No.: 157661895522	Check No.: 824	Sequence No.: 008655149753
Routing No.: 07100177	Issue Date: 05/16/2018	
<p>FRANK J. BARRETT 1000 W. WASHINGTON ST. WASHINGTON, DC 20004-2448</p> <p>70-417776 824</p> <p><u>5-16-18</u></p> <p>TO THE ORDER OF <u>BYLINE BANK</u> \$ <u>1,750.00</u></p> <p><u>ONE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS</u></p> <p>U.S. Bank</p> <p><u>0147585</u> <u>SO J. Banaszewski</u></p> <p>⑆07100177⑆ 157661895522⑆ 824⑆</p>		
<p>0055725772</p>	<p>⑆058⑆</p> <p>150010416</p>	<p>DATE: _____</p> <p>DO NOT WRITE STAMP OR SIGN OVER PRINTED LINE</p> <p>ENCLOSURE HERE</p>

EXHIBIT 36



180 N. LaSalle Street, Suite 400
Chicago, IL 60601
(773) 244-7000 bylinebank.com

Loan Payment Notice

Date	6-03-18
Note Number	11147585
Note Date	3/16/05
Principal Balance	225,662.97
Annual Rate	4.0000
Payment Due Date	JUN 16, 2018
Your Payment Consists of	
Principal	678.26
Interest	777.29
Late Charges	396.68
Past Due Amount	6,069.90
Escrow	1,671.45
Total Payment Due	9,593.58

00000245 TB912N06021805165700 01 000000000 0000245 001



FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332

00000245 0000245 0001-0001

A payment on your note will be due on
JUN 16, 2018
Please Note: The amount due includes
interest to JUN 16, 2018 only.

Please keep this notice for your records
and return the notice below with your
payment.

Thank you for banking with us!

FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332

EX 33



Please return payment to Byline Bank.

Thank you for banking with us!

EXHIBIT 37

U.S. Bank Confidential Communication



Requested by: Agnes Banaszewski

This check image contains confidential information. If you print this image, please store it in a secure place to avoid unauthorized usage of this information. Increased security awareness when discarding or destroying this document is recommended.

Account No.: 157661895522	Check No.: 687	Sequence No.: 008055268107
Amount: \$1,455.55	Routing No.: 071001153	Date: 06/16/2018

FRANK J. BARRETT
1806 WESTCHESTER BLVD.
WESTCHESTER, IL 60184-4332

20-07/210 687

PAY TO THE ORDER OF BILLYE BOWK \$ 1,455.55

ONE THOUSAND FIVE HUNDRED FIFTY FIVE AND 55/100 DOLLARS

USbank

1576618955

⑆071001153⑆ 1576618955 68705587

BACK

008055268107

NDY 071001153
NY 071001153
00210
BOSTON 00210
146267850

BO
CHECK NUMBER, SERIAL AND RECEIPT NUMBER
MICR LINE

HIDEST MARK

EXHIBIT 38



Byline Bank

180 N. LaSalle Street, Suite 400
Chicago, IL 60601
(773) 244-7000 bylinebank.com

00000174 TB912N06161805170300 01 00000000 0000174 001



FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332

00000174 TB912N06161805170300 01 00000000 0000174 001

PAST DUE NOTICE

6/17/18

DEAR CUSTOMER -
YOUR PAYMENT IS NOW TWO MONTHS PAST DUE. DO NOT
JEOPARDIZE YOUR CREDIT. COME IN AND SEE US.
THANK YOU

*** IF PAYMENT HAS BEEN REMITTED - PLEASE DISREGARD THIS NOTICE ***
* PLEASE RETURN ONE NOTICE WITH PAYMENT *

FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332

NOTE TYPE	174
NOTE NUMBER	11147585
PRINCIPAL BALANCE	225,662.97
PAYMENT DUE DATE	APR 16, 2018
AMOUNT OF PAYMENT	3,339.58
PRINCIPAL	675.70
INTEREST	595.75
LATE CHARGES	396.68
ESCROW	1,671.45
TOTAL PAST DUE	9,593.58

Ex 34



EXHIBIT 39



180 N. LaSalle Street, Suite 400
Chicago, IL 60601
(773) 244-7000 bylinebank.com

00000429 TB912N07031805164600 01 000000000 0000429 001



FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332

A payment on your note will be due on
JUL 16, 2018
Please Note: The amount due includes
interest to JUL 16, 2018 only.

Please keep this notice for your records
and return the notice below with your
payment.

Thank you for banking with us!

Loan Payment Notice

Date 7-02-18
Note Number 11147585
Note Date 3/16/05
Principal Balance 224,987.27
Annual Rate 4.0000
Payment Due Date JUL 16, 2018

Your Payment Consists of

Principal 705.44
Interest 750.11
Late Charges 542.24
Past Due Amount 7,741.35
Escrow 1,671.45
Total Payment Due 11,410.59

Loan Payment Notice

Note Number 11147585
Payment Due Date JUL 16, 2018
Total Payment Due 11,410.59

Amount Paid _____

FRANK J BARRETT
AND DARLENE A BARRETT
1606 WESTCHESTER BLVD
WESTCHESTER IL 60154-4332



Please return payment to Byline Bank.

Thank you for banking with us!

EX 35

EXHIBIT 40

RANDALL & KENIG LLP

455 North CityFront Plaza Drive
 NBC Tower
 Suite 2510
 Chicago, Illinois 60611
 Telephone: 312 / 822-0800 • Fax: 312 / 822-0215

EXHIBIT 12

July 3, 2018

Scott H. Kenig
 312/822-0217
 skenig@randall-law.com

VIA FACSIMILE ONLY

Mr. James L. Needles
 Attorney Registration and Disciplinary Commission
 130 East Randolph Drive
 Suite 1500
 Chicago, Illinois 60601

Re: 2018IN02152

RECEIVED

JUL 03 2018

**ATTY REG & DISC COMM
 CHICAGO**

Dear Mr. Needles:

This letter is in response to your letters dated May 30, 2018 and June 25, 2018 regarding the above matter. In April, 2018, I was retained by my client, Byline Bank (the "Bank"), to initiate collection proceedings in connection with two commercial loans (the "Loans") executed by Frank Barrett and his wife, Darlene Barrett. The Loans are secured by the real properties and improvements located at 1600 Westchester Boulevard (the "Property") and 1606 Westchester Boulevard in Westchester, Illinois. The dispute with Mr. Barrett involves Loan No. 11147585 which requires monthly principal and interest payments in the amount of \$1,455.55 along with a monthly tax escrow payment in the amount of \$1,671.45 which is based on the estimated 2017 real estate taxes for the Property of \$20,057.40. The real estate taxes for the Property in 2016 were \$19,650.45.

Based on the foregoing, the monthly payment on Loan No. 11147585 is \$3,127.00 (\$1,455.55 + \$1,671.45) which is due and payable on the 16th day of each month. On March 16, 2018, instead of paying the Bank the required monthly installment of \$3,127.00, Mr. Barrett paid the Bank \$1,855.55 representing principal and interest in the amount of \$1,455.55 and a tax escrow payment of \$400.00. Mr. Barrett advised the Bank that because he had filed a real estate tax appeal with the Cook County Assessor and because he was convinced that the appeal would be granted, Mr. Barrett unilaterally decided what the monthly tax escrow should be based on the outcome of the appeal. His determination was that the taxes would be reduced from approximately \$20,000.00 to \$4,800.00 and, therefore, Mr. Barrett decided that the monthly tax escrow should be reduced to \$400.00 per month. Even if the tax appeal were successful, any reduction in the taxes due and owing would not be reflected until the 2nd installment tax bill is issued in September, 2018.

As a result of Mr. Barrett's failure to pay the required monthly installment under Loan No. 11147585, the Bank requested that I issue a demand letter (the "Demand Letter") to the borrowers. I did so on April 187, 2018. A copy of the Demand Letter is enclosed. I subsequently spoke to Mr. Barrett about the demand letter and explained to him that if the tax appeal is successful, the Bank will obviously readjust the tax escrow amount based on the new tax amount for the Property. However, the Bank was not in a position to do so simply because Mr. Barrett believed that the tax appeal would be successful. Instead, the Bank had to wait until the Cook County Assessor made a formal decision on the tax appeal.

Notwithstanding, since the Loans are set to mature in September, 2018, in an effort to compromise with Mr. Barrett (without waiving its position), the Bank agreed to allow Mr. Barrett to continue paying \$400.00 towards the monthly tax escrow along with the monthly principal and interest payment of \$1,455.55 through maturity. This was outlined in my letter to Mr. Barrett dated May 8, 2018 which is also enclosed.

As outlined above, I have had one telephone conversation with Mr. Barrett and I have sent him the enclosed two letters. That is the full extent of my dealings with Mr. Barrett. The Bank has fully complied with the terms and conditions of the loan documents evidencing the Loans and stands by its position in this matter. In addition, the two letters that I have written on behalf of the Bank accurately and truthfully outline what has transpired in this matter and Mr. Barrett's statement of my "collusion to commit fraud, extortion and harassment" are ridiculous. Mr. Barrett has sent (and continues to send) incomprehensible e-mails to the Bank and me that distort the truth of what has occurred in this matter. In addition, Mr. Barrett is a liar. At no time during our conversation did I "Brag that I would be foreclosing on his properties" and at no time did I "laugh at Mr. Barrett." To the contrary, I have been handling foreclosure work for 30 years and I have never treated a borrower in such a manner. Rather, I tried to explain to Mr. Barrett that until the taxes for the Property were actually reduced as a result of his tax appeal, the Bank was not in a position to adjust the tax escrow amount. The same is true regarding Mr. Barrett's accusations directed at the Bank. I have worked with Robert Wilson for almost 15 years and his character and demeanor are of the highest order. He too denies the vitriol that Mr. Barrett has directed against him.

The bottom line here is that Mr. Barrett has defaulted under the terms of the Loans and notwithstanding the Bank's attempts to compromise with him between now and the maturity date of the Loans, Mr. Barrett refuses to accept that he is in default under the Loans and the only way he apparently knows how to respond to that fact is through false allegations and delusions that the Bank and I are colluding to defraud him. Nothing could be further from the truth. If I can be of further assistance to you in this matter, please call.

Very truly yours,


Scott H. Kenig

SHK/sdk
Enclosures