

2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
3. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
4. The statutory and rule-based predicates for the relief requested herein are Sections 105, 361, 362 and 363 of the Bankruptcy Code, and Rules 2002, 4001, 6003, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

**STATEMENT PURSUANT TO BANKRUPTCY RULE 4001(b)**

5. The Debtor submits this concise statement listing certain material terms of the Debtor's proposed use of Cash Collateral. The Debtor believes that the following terms, which are required to be identified pursuant to Bankruptcy Rule 4001, are necessary and justified in the context and circumstances of this Chapter 11 Case.

- (a) Prepetition Secured Party. The basis of the parties' interest in Cash Collateral is found in assignment of rent provisions in the documents is more particularly described below:
  - (1) the Debtor entered into and delivered to APEX Mortgage Corp, a mortgage dated December 22, 2017, along with a promissory note in the amount of \$250,000.00. On December 26, 2017 Apex recorded its mortgage in the Madison County Clerk's office creating a lien on and interest in real property located at 2674 Route 12B and 2024 & 2032 Spring Street, Hamilton, New York 13346:
  - (2) the Debtor entered into and delivered to APEX Mortgage Corp a mortgage dated March 18, 2015, along with a promissory note in the amount of \$425,000.00,. On March 18, 2015 Apex recorded the mortgage in the Madison County Clerk's office creating a lien on and interest in real property located at 2024 & 2032 Spring Street, Hamilton, New York 13346:
  - (3) the Debtor entered into and delivered to KCMI Capital, Inc. ("KCMI") a mortgage dated July 8, 2020 along with a promissory note in the amount of \$250,000.00. On or about July 8, 2020 KCMI recorded the mortgage in the Madison County Clerk's office creating a lien on and interest in real property located at 11 Madison Street Hamilton, New York 12246 and 7220 Butternut Lane, Madison, NY 13346. The mortgage also contains a cross-collateralization clause.
  - (4) the Debtor entered into and delivered to KCMI a mortgage dated December 13, 2018, along with a promissory note in the amount of \$327,900.00. On or