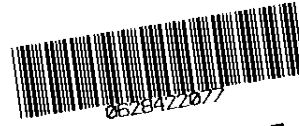


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Doc#: 0628422077 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/11/2006 03:04 PM Pg: 1 of 8


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Sommenschein Nath & Rosenthal LLP
8000 Sears Tower
Chicago, Illinois 60606
Attn: Robert L. Hernandez



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR 1a. ORGANIZATION'S NAME
TOWN & COUNTRY CHICAGO ASSOCIATES, LLC

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
c/o Visconsi Companies, Ltd.*
Pepper Pike
OH 44124 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any

Limited Liability Company Ohio 1072625 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR 2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR 3a. ORGANIZATION'S NAME
New York Life Insurance Company, a New York mutual insurance company

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

c/o New York Life Investment Management LLC ** New York NY 00-1603 USA

4. This FINANCING STATEMENT covers the following collateral:

- * 360 Corporate Circle, 30050 Chagrin Blvd.
- ** 51 Madison Avenue

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with Cook County, IL Recorder's Office

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

First American Title Order #

NCS 244239

3 of 3

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UNOFFICIAL COPY**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME TOWN & COUNTRY CHICAGO ASSOCIATES, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (11a or 11b) – do not abbreviate or combine names:

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME – insert only one name (12 or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

Tax Parcel ID Nos: 03-20-101-016-0000

Address: 445 E. Palatine Road
Arlington Heights, Illinois 60004* as more particularly defined on **Exhibit A** attached hereto

15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral Description

17. Check only if applicable and check only one box.Debtor is a Trust or Trustee acting with respect to property held in trust or
 Decedent's Estate18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction – effective 30 years
- Filed in connection with a Public-Finance Transaction – effective 30 years

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

UNOFFICIAL COPY**ATTACHMENT TO UCC-1 FINANCING STATEMENT**

DEBTOR:	TOWN & COUNTRY CHICAGO ASSOCIATES, LLC, an Ohio limited liability company
SECURED PARTY:	NEW YORK LIFE INSURANCE COMPANY, a New York mutual insurance company

EXHIBIT A**COLLATERAL DESCRIPTION**

As used herein, the term "Land" means those certain tracts, pieces and parcels of land described in **Schedule 1** attached hereto and made a part hereof, together with all existing and future easements and rights affording access to it (the "Land").

This financing statement covers, and Mortgagor hereby grants to and creates in favor of the Secured Party, a continuing security interest and lien under the UCC and all other applicable laws in and to the following property, rights, interests and estate now or hereafter owned by Debtor (all or any part of such property or any interest in all or any part of it, as the context may require (the "Property")):

1. All buildings, structures and improvements (collectively, "Improvements") now or hereafter located on or above the Land, including all machinery, apparatus, equipment and fixtures attached to, or used or procured for use in connection with the operation or maintenance of, any Improvement, all refrigerators, shades, awnings, venetian blinds, screens, screen doors, storm doors, storm windows, stoves, ranges, curtain fixtures, partitions, attached floor coverings and fixtures, apparatus, equipment or articles used to supply sprinkler protection and waste removal, laundry equipment, furniture, furnishings, appliances, office equipment, elevators, escalators, tanks, dynamos, motors, generators, switchboards, communication equipment, electrical equipment, television and radio systems, heating, plumbing, lifting and ventilating apparatus, air-cooling and air conditioning apparatus, gas and electric fixtures, fittings and machinery and all other personal property and equipment of every kind and description, excluding trade fixtures and personal property of any Lessee (as hereinafter defined), unless such trade fixtures or personal property become the property of Mortgagor upon expiration or termination of the term of the Lease in question, and all accessions, renewals and replacements thereof and all articles in substitution therefor. Whether or not any of the foregoing are attached to the Land or any of the Improvements in any manner, all such items shall be deemed to be fixtures, part of the real estate and security for the Obligations. The Land and Improvements are herein collectively called "Premises". To the extent any of the Improvements are not deemed real estate under the laws of the State, they shall be deemed personal property and this grant shall include all of Mortgagor's right, title and interest in, under and to such personal property and all other personal property now or hereafter attached to or located upon the Premises or used or useable in the management, maintenance or operation of the Improvements or the activities conducted on the Premises, including all computer hardware and software, but excluding trade fixtures and personal property of any Lessee, unless such personal property becomes the property of Mortgagor upon expiration or termination of the Lease in

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question, and all accessions, renewals and replacements thereof and all articles in substitution therefor (collectively, "Personal Property").

2. All now or hereafter existing easements and rights-of-way and all right, title and interest of Mortgagor, in and to any land lying within the right-of-way of any street, opened or proposed, adjoining the Premises, any and all sidewalks, alleys and strips and gores of land, streets, ways, passages, sewer rights, waters, water courses, water rights and powers, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, air rights, development rights, covenants, conditions, restrictions, credits and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to, or above or below the Premises, whether now or hereafter existing.

3. All intangible rights, interests and properties of Mortgagor relating to the Premises or any part thereof, and necessary or desirable for the continued ownership, use, operation, leasing or management thereof, whether now or hereafter existing, including any trademarks, servicemarks, logos or trade names relating to the Premises or by which the Premises or any part thereof may be known and any other franchises or other agreements relating to services in connection with the use, occupancy, or maintenance of the Premises, instruments, actions or rights in action and all intangible property and rights relating to the Premises.

4. All accounts receivable, insurance policies, contract rights, interests, rights under all oil, gas and mineral leases and agreements and all benefits arising therefrom, and all other claims, both at law and in equity, relating to the Premises, which Mortgagor now has or may hereafter acquire, but expressly excluding any rights, claims or interest in and to any tax increment financing provided by the Village of Arlington Heights to Mortgagor pursuant to that certain Village of Arlington Heights Tax Increment Financing Agreement (Town & Country Mall) dated May 2, 2005 and recorded with the Cook County Recorder's Office on June 7, 2005 as Document Number 0515803028 (the "TIF Funds").

5. All estate, interest, right, title and other claim or demand which Mortgagor now has or may hereafter acquire in any and all awards or payments relating to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including all awards resulting from a change of grade of any street and awards for severance damages, together, in all cases, with all interest thereon.

6. All proceeds of, and any unearned premiums on, insurance policies covering all or any part of the Premises, including the right to receive and apply the proceeds of all insurance or judgments related to the Premises, or settlements made in lieu thereof.

7. All estate, interest, right, title and other claim or demand which Mortgagor now has or may hereafter acquire against anyone with respect to any damage to all or any part of the Premises, including damage arising or resulting from any defect in or with respect to the design or construction of all or any part of the Improvements.

8. All deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others in connection with the Obligations or the ownership or operation of all or any part of the Premises, including any such deposits or payments made with respect to (a) Impositions (as hereinafter defined), (b) insurance policies, (c) utility service, (d) cleaning, maintenance, repair or

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similar services, (e) refuse removal or sewer service, (f) rental of equipment, if any, used by or on behalf of Mortgagor, and (g) parking or similar services or rights.

9. All remainders, reversions, leasehold estate, other estate, right, title, interest and other claim or demand of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature.

10. All management contracts, permits, certificates, licenses, approvals, contracts, entitlements and authorizations, however characterized, now or hereafter issued or in any way furnished for the acquisition, construction, development, operation and use of the Land, the Improvements or the Leases, including building permits, environmental certificates, licenses, certificates of operation or occupancy, warranties and guarantees, except, in each case, to the extent that such mortgage, grant, assignment, transfer or pledge is restricted by the terms of such management contract, permit, certificate, license, approval, contract, entitlement or authorization and such restriction is enforceable under applicable law.

11. All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing, including personal property acquired with cash proceeds.

DEFINITIONS

“Assignment” shall mean the Assignment of Leases, Rents, Income and Cash Collateral, dated as of the date hereof, from Mortgagor, as assignor, to Mortgagee, as assignee.

“Equivalent U.S. Treasury Security” means the U.S. treasury note plus twenty-five (25) basis points, which is compounded semi-annually, having a maturity date closest in maturity to the Maturity Date, as reported in The Wall Street Journal (or, if The Wall Street Journal is no longer published, another daily financial publication of national circulation selected by Mortgagee) on the third (3rd) business day preceding the date of prepayment.

“Impositions” shall mean all taxes, assessments, water and sewer rents, rates and charges, transit taxes, charges for public utilities, excises, levies, vault taxes or charges, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever (including penalties, interest costs and charges accrued or accumulated thereon), which at any time may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect to, or become a lien on, the Secured Property or any part thereof, or any appurtenance thereto.

“Leases” shall mean those certain leases or licenses entered into by Mortgagor, as lessor with tenants, as lessees or licensees, respectively, for parts or all of the Secured Property (all such leases and licenses are hereinafter referred to individually as a “Lease.”)

“Lessees” shall mean those lessees or licensees under the Leases (each lessee or licensee are hereinafter referred to individually as a “Lessee.”)

“Loan” shall mean the mortgage loan evidenced by the Note and secured by the Mortgage.

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“Loan Instruments” shall mean the Note, the Mortgage, the Assignment and each other instrument now or hereafter given to evidence, secure, indemnify, guaranty or otherwise assure or provide for the payment or performance of the Obligations or otherwise executed by Mortgagor in connection with the Loan.

“Make-Whole Amount” with respect to any prepayment that occurs prior to the Maturity Date means an amount equal to the greater of (a) one percent (1%) of the then entire outstanding principal balance of this Note or (b) the present value as of the date of prepayment of the remaining scheduled payments of principal and interest (including any balloon payment), determined by discounting such payments at the Monthly Equivalent Treasury Security Rate, less the amount of principal being prepaid, provided such difference shall not be less than zero.

“Maturity Date” shall mean September 10, 2031.

“Monthly Equivalent Treasury Security Rate” means the rate which, when compounded monthly, results in a yield that is equivalent to the yield on the Equivalent U.S. Treasury Security, which is compounded semi-annually.

“Mortgage” shall mean that certain Fee and Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of September 29, 2006 from Mortgagor to Mortgagee.

“Note” shall mean that certain Promissory Note dated as of September 29, 2006 payable to the order of Mortgagee in the original principal sum of Thirty-Six Million and No/100ths Dollars (\$36,000,000.00), lawful money of the United States of America.

“Obligations” shall mean and include all indebtedness, obligations, covenants, agreements and liabilities of Mortgagor to Mortgagee, including all obligations to pay interest, the Make-Whole Amount and all charges and advances, whether direct or indirect, existing, future, contingent or otherwise, due or to become due, pursuant to or arising out of or in connection with the Note, this Mortgage, the Assignment or any other Loan Instrument, all modifications, extensions and renewals of any of the foregoing and all expenses and costs of collection or enforcement, including attorneys’ fees and disbursements incurred by Mortgagee in the collection or enforcement of any of the Loan Instruments or in the exercise of any rights or remedies pursuant to the Loan Instruments or applicable law.

“Secured Property” shall mean the Premises, the Personal Property and all other rights and interests described in the collateral description.

“State” shall mean the State of Illinois.

UNOFFICIAL COPY**ATTACHMENT TO UCC-1 FINANCING STATEMENT**

DEBTOR:	TOWN & COUNTRY CHICAGO ASSOCIATES, LLC, an Ohio limited liability company
SECURED PARTY:	NEW YORK LIFE INSURANCE COMPANY, a New York mutual insurance company

SCHEDULE 1 TO EXHIBIT A TO FINANCING STATEMENT**Legal Description of Property**

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, 50 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20; THENCE SOUTH 89 DEGREES, 56 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SAID 250 FEET, 1,268.62 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 0 DEGREES, 16 MINUTES, 27 SECONDS EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 205.04 FEET TO A POINT, SAID POINT BEING 44.96 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 46 DEGREES, 56 MINUTES, 25 SECONDS EAST, A DISTANCE OF 165.25 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 60 FEET, A DISTANCE OF 66.24 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DOROTHY AVENUE, 249.37 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 46 DEGREES, 56 MINUTES, 25 SECONDS EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DOROTHY AVENUE, A DISTANCE OF 492.87 FEET TO A POINT ON A LINE 59 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD; THENCE NORTH 48 DEGREES, 02 MINUTES, 35 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 735.85 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 16 MINUTES, 27 SECONDS EAST, ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, 7.33 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 89 DEGREES, 57 MINUTES, 27 SECONDS WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, AND SAID SOUTH LINE EXTENDED WEST, 362.57 FEET TO THE WEST LINE OF THE EAST 33 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 0 DEGREES, 16 MINUTES, 02 SECONDS WEST, ALONG SAID WEST LINE OF THE EAST 33 FEET, A DISTANCE OF 187.97 FEET TO THE SOUTH LINE OF PALATINE ROAD; THENCE NORTH 89 DEGREES, 42 MINUTES, 10 SECONDS WEST, ALONG THE SOUTH LINE OF PALATINE ROAD, A DISTANCE OF 864.82 FEET TO AN ANGLE

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POINT; THENCE SOUTH 39 DEGREES, 07 MINUTES, 47 SECONDS WEST, A DISTANCE OF 48.39 FEET TO A POINT ON A LINE 60 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 14 MINUTES, 48 SECONDS EAST, ALONG SAID PARALLEL LINE, 295 FEET TO A POINT, THENCE NORTH 89 DEGREES, 56 MINUTES, 12 SECONDS WEST, A DISTANCE OF 10 FEET TO A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 14 MINUTES, 48 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 600.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

12 FOOT DRAINAGE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT AND MAINTENANCE AGREEMENT RECORDED JUNE 6, 1984 AS DOCUMENT 27117983 FOR STORM WATER DRAINAGE PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTH HALF OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 250.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, 831.98 FEET WESTERLY OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20 AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 89 DEGREES 35 MINUTES 37 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTH 250.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 486.45 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 205.04 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF DOROTHY AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF DOROTHY AVENUE SOUTH 47 DEGREES 12 MINUTES 52 SECONDS WEST A DISTANCE OF 16.35 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 204.23 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST A DISTANCE OF 474.54 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 23 SECONDS EAST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

Pin # 03-20-101-016-0000

445 E. Palatine Road

Arlington Heights, IL 60004