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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



0825233076

Doc#: 0825233076 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/08/2008 09:42 AM Pg: 1 of 10

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

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Kathleen M. Abbott
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661

E ONLY

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

1a. ORGANIZATION'S NAME Sterling Park Development, L.L.C.			
OR			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 900 West Jackson Boulevard, 8th Floor		CITY Chicago	STATE IL
		POSTAL CODE 60607	COUNTRY US
ADD'L INFO RE ORGANIZATION DEBTOR	1a. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION IL	1g. ORGANIZATIONAL ID#, if any 01024132 <input type="checkbox"/> NONE

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

2a. ORGANIZATION'S NAME			
OR			
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR	2a. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

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

3a. ORGANIZATION'S NAME The PrivateBank and Trust Company			
OR			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 70 West Madison Street, 8th Floor		CITY Chicago	STATE IL
		POSTAL CODE 60602	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

ALL RIGHT, TITLE AND INTEREST OF DEBTOR IN AND TO THE COLLATERAL MORE PARTICULARLY DESCRIBED IN EXHIBIT A, WHICH COLLATERAL IS LOCATED ON OR USED IN CONNECTION WITH THE REAL PROPERTY DESCRIBED IN EXHIBIT B, BOTH EXHIBITS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR ALL PURPOSES.

Box 400-CTCC

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB 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) All Debtors Debtor 1 Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA
File in Cook County, Illinois

8452151 AS D2 3/3

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION NAME

Sterling Park Development, L.L.C.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

Cook County, Illinois

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID#, if any

NONE

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

12a. ORGANIZATION'S NAME

OR

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:

See Exhibit B attached hereto and by this reference made a part hereof.

15. Name and address of a 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 Estate

18. 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

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EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: Sterling Park Development, L.L.C., an Illinois limited liability company, located at c/o Royal Imperial Group, 900 West Jackson Boulevard, 8th Floor, Chicago, IL 60607 ("Debtor")

Secured Party: THE PRIVATEBANK AND TRUST COMPANY, an Illinois State chartered bank, its successors and assigns, located at 70 West Madison Street, Suite 1900, Chicago, Illinois 60602 ("Secured Party")

Reference is hereby made to that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing by Debtor for the benefit of Secured Party (the "Mortgage"). Capitalized terms used below and not otherwise defined shall have the meanings assigned to such terms in the Mortgage.

The Debtor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Secured Party, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (hereinafter defined) and not secondarily:

- (a) The real estate located in the County of Cook, State of Illinois and legally described on Exhibit B attached hereto and made a part hereof (the "Real Estate");
- (b) All improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterment, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf (the "Improvements");
- (c) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to the same;
- (d) All rents, revenues, issues, profits, proceeds, income, royalties, accounts, accounts receivable, escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by the Debtor thereon, to be applied against the Indebtedness; provided, however, that the Debtor, so long as no Event of Default has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

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- (e) All interest of the Debtor in all leases now or hereafter on the Premises, whether written or oral, together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Debtor to collect the rentals under any such Lease;
- (f) All fixtures and articles of personal property now or hereafter owned by the Debtor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Debtor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of Illinois as in effect from time to time ("Code")), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code; and Goods (as defined in the Code).
- (g) All of the Debtor's interests in "general intangibles" (as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Debtor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;
- (h) All of the Debtor's "accounts" (as defined in the Code) now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by the Mortgagor: (i) accounts receivable, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property

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and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) uncertificated securities, (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the Debtor with respect to the Premises; and

- (i) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

Definitions:

“Event of Default” shall mean the occurrence or happening, from time to time, of any one or more of the events set forth in Article 11 of the Loan Agreement.

“Indebtedness” shall mean the reimbursement to the Secured Party of any and all sums incurred, expended or advanced by the Secured Party pursuant to any term or provision of or constituting additional indebtedness under or secured by the Mortgage, any of the other Loan Documents or any Interest Rate Agreements or any application for letters of credit and master letter of credit agreement, with interest thereon as provided in the Mortgage or therein.

“Interest Rate Agreements” shall mean any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, executed by and between the Debtor and the Secured Party from time to time.

“Loan” shall mean that certain loan Secured Party has agreed to make to the Debtor in the principal amount of Twelve Million Five Hundred Thousand and 00/100 Dollars (\$12,500,000.00).

“Loan Agreement” shall mean that that certain Loan Agreement dated as of the date of the Mortgage, executed by and between the Debtor and the Secured Party.

“Loan Documents” shall mean the Note, the Loan Agreement or any other document or instrument, as amended, restated or replaced from time to time, now or hereafter given to evidence or secure the payment of the Note or delivered to induce the Secured Party to disburse the proceeds of the Loan.

“Note” shall mean that that certain Promissory Note, dated as of the date of the Mortgage, as amended, restated or replaced from time to time, executed by the Debtor and made payable to the order of the Secured Party in the maximum principal amount of the Loan.

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EXHIBIT B TO UCC FINANCING STATEMENT

Legal Description

PARCEL 1: (ADMINISTRATION BUILDING PARCEL)

THAT PART OF LOTS 8, 9, 10, 11 AND 12 IN BLOCK 1 IN HENRY E. VANCE'S RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST, 1904, AS DOCUMENT NO. 3635041, IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 489.02 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 38 SECONDS WEST A DISTANCE OF 179.02 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 195.37 FEET; THENCE NORTH 00 DEGREES 19 MINUTES AND 24 SECONDS EAST A DISTANCE OF 14.32 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 50.54 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST A DISTANCE OF 18.34 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 140.09 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.13 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 101.98 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE, THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE OF BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE; A DISTANCE OF 175.81 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: (MDL BUILDING PARCEL)

THAT PART OF LOTS 7, 8 AND 9 IN BLOCK 1 IN HENRY E. VANCE'S RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST, 1904, AS DOCUMENT NO. 3635041, IN THE SOUTH EAST QUARTER OF SECTION 14 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 489.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG

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SAID NORTH LINE OF BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 108.77 FEET TO THE NORTHEAST CORNER OF LOT 7, ALSO BEING THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET AND THE WEST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE; THENCE SOUTH 00 DEGREES 26 MINUTES 04 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 7, ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A DISTANCE OF 337.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7 ALSO BEING THE NORTH LINE OF THE B. & O. C.T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 1, ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF 289.32 FEET, THENCE NORTH 00 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 157.20 FEET TO A POINT ON THE SOUTHERLY FACE OF A ONE STORY BRICK BUILDING AS SAID BRICK BUILDING EXISTED ON SEPTEMBER 15, 1997 THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS EAST ALONG SAID SOUTHERLY BUILDING FACE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 179.12 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 179.02 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: (PARKING GARAGE PARCEL)

THE WESTERLY 15 FEET OF LOT 14, AND LOTS 15 TO 42, BOTH INCLUSIVE, AND THE WEST 14 FEET OF LOT 43 IN BLOCK 12 ALSO THE VACATED EAST AND WEST ALLEY LYING SOUTH OF, AND ADJOINING THE WEST 14 FEET OF LOT 43 AND SOUTH OF LOTS 29 TO 42, BOTH INCLUSIVE, OF AFORESAID LOTS IN BLOCK 12 IN E.A. CUMMINGS AND COMPANY'S CENTRAL PARK AVENUE ADDITION BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION FOURTEEN (14) TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH THE NORTH FORTY (40) RODS THEREOF, AND NORTH OF THE NORTH LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND GREAT WESTERN RAILROAD IN COOK COUNTY, ILLINOIS. SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 2.255 ACRES, MORE OR LESS.

PARCEL 4: (ALLSTATE BUILDING PARCEL)

THAT PART OF LOTS 3, 4, 5, 6, LOT A AND THE VACATED EAST WEST 20 FOOT WIDE ALLEY ALL IN BLOCK 1 IN HENRY E. VANCE'S RE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST 1904, AS DOCUMENT NO. 3635041, IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6 IN BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF

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249.39 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 04 SECONDS WEST ALONG A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF VACATED SPAULDING AVENUE, A DISTANCE OF 337.63 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 1, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD (FORMERLY KNOWN AS THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 1, ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF 249.39 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE; THENCE NORTH 00 DEGREES 26 MINUTES 04 SECONDS EAST ALONG SAID WEST LINE OF LOT 6, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A DISTANCE OF 337.62 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS. SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 1.933 ACRES, MORE OR LESS.

PARCEL 5:

ALL THAT PART OF SPAULDING AVENUE LYING EAST OF AND ADJOINING PARCEL 2 AFORESAID, LYING SOUTH OF THE SOUTH LINE OF ARTHINGTON STREET AND NORTH OF THE B. & O. C.T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD), LOCATED IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: (KEDZIE PARCEL)

THAT PART OF LOTS 1, 2, 3, LOT A, LOT B AND THE VACATED EAST WEST 20 FOOT WIDE ALLEY, ALL IN BLOCK 1 IN HENRY E. VANCE'S RE-SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1904, AS DOCUMENT 3635041, IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6 IN SAID BLOCK 1 ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 249.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG SAID NORTH LINE OF BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 346.43 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1, ALSO BEING THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET AND THE WEST RIGHT-OF-WAY LINE OF SOUTH KEDZIE AVENUE; THENCE SOUTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 1, ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF SOUTH KEDZIE AVENUE, A DISTANCE OF 337.66 FEET TO THE SOUTHEAST CORNER OF

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SAID BLOCK 1, ALSO BEING THE NORTH LINE OF THE B. & O. C. T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID SAID BLOCK 1, ALSO BEING SAID NORTH LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF 347.87 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 04 SECONDS EAST ALONG A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A DISTANCE OF 337.63 FEET TO SAID POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

EASEMENTS IN FAVOR OF PARCELS REFERENCED ABOVE AS CREATED BY CROSS-EASEMENT AGREEMENT MADE BY AND BETWEEN THE HOMAN-ARTHINGTON FOUNDATION AND STERLING PARK DEVELOPMENT, L.L.C., DATED AUGUST 23, 2004 AND RECORDED OCTOBER 21, 2004, FOR: (i) VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS; (ii) USE AND OPERATION OF THE FIRE SUPPRESSION PUMP LOCATED ON ADJOINING PROPERTY; (iii) OPERATING, REPAIRING, REBUILDING REPLACING AND MAINTAINING THE DOMESTIC WATER PUMP, PIPES AND RELATED EQUIPMENT LOCATED ON THE ADJOINING PROPERTY, (iv) ERECTING, INSTALLING AND MAINTAINING, CONSTRUCTION SCAFFOLDING AND BARRICADES DURING SUCH TIMES AS MAINTENANCE, REPAIR, RESTORATION OR CONSTRUCTION WORK IS BEING CONSTRUCTED ON THE SUBJECT PROPERTY; AND ANY EASEMENT AS OTHERWISE SET FORTH IN THE CROSS-EASEMENT AGREEMENT.

PARCEL 8:

EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED OPERATING AGREEMENT (GARDEN) DATED AUGUST 23, 2004 AND RECORDED OCTOBER 21, 2004 AS DOCUMENT NUMBER 0429516161 BY AND BETWEEN THE HOMAN-ARTHINGTON FOUNDATION AND STERLING PARK DEVELOPMENT, L.L.C., FOR THE RIGHT TO USE THE PROPERTY, AS DEFINED ON EXHIBIT A THEREIN, FOR SPECIAL EVENTS AND AS A "PARK" ENVIRONMENT.

PIN: 16-14-415-021-0000
 16-14-417-004-0000
 16-14-417-005-0000
 16-14-417-007-0000
 16-14-417-008-0000
 16-14-417-009-0000
 16-14-417-011-0000

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Common Addresses: 3333 W. Arthington Street

3301 W. Arthington Street

3245 W. Arthington Street

Property of Cook County Clerk's Office