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THIS DOCUMENT WAS PREPARED
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SHOULD BE MAILED TO:

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Doc#: 1201844053 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/18/2012 03:45 PM Pg: 1 of 5

NOTICE OF LIEN

BCL-HURON LLC ("Claimant"), an Illinois limited liability company, with an address of 325 West Huron, Suite 230, Chicago, Illinois, pursuant to 65 ILCS 5/11-31-2(a) hereby files this Notice of Lien against the real estate more fully described in **Exhibit B** below and against the interest of the following persons, trusts, entities in the real estate: KEIWAN SCOTT ("Owner"), MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MILA, INC., MILA INC., D/B/A MORTGAGE INVESTMENT LENDING ASSOCIATES, INC., EQUITY ONE INVESTMENT FUND, LLC, and any person or entity claiming an interest in any portion of the Property (as defined below) (a list of parties with an interest in a portion of the Property is attached hereto as **Exhibit A**), and states:

WHEREAS, on information and belief, Owner is the owner in fee of the building located at the following described land in Cook County, Illinois (the "Property"):

See attached Exhibit B.

WHEREAS, City of Chicago (the "City"), a municipal corporation filed a Complaint in the Circuit Court of Cook County, Illinois, Municipal Department – First District (the "Court"), known as Case No. 10-M1-401984 ("Building Code Case").

WHEREAS, the City filed its *Motion for Appointment of a Temporary Limited Receiver* in the Building Code Case pursuant to 65 ILCS 5/11-31-1, 5/11-31-2 and 5/11-13-5.

WHEREAS, on or about February 24, 2011, the Court entered an *Order Appointing Temporary Limited Receiver* ("Appointment Order"), *inter alia*, appointing CR Realty Advisors LLC ("Receiver") a limited receiver with respect to all or a portion of the Property and authorizing Receiver to issue a receiver's certificate for the cost and expenses of the receivership.

WHEREAS, Receiver issued Receiver's Certificate No. [2] dated November 28, 2011 ("Certificate No. 2") pursuant to Order by the Court of an even date.

WHEREAS, Section 2 of Certificate No. 2 is incorporated herein and states:

2. **Principal Amount.** The "Face Amount" of this Certificate equals the sum of Ten Thousand Four Hundred Twenty Five Dollars, and Twenty Nine

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Cents (\$10,425.29) and shall be increased by the attorneys' fees and costs incurred by Holder arising from and/or related to attempts to collect the Principal Balance (as defined below) of this Certificate, including, but not limited to, attorneys' fees and costs incurred by Holder with respect to an action seeking to foreclose the lien upon the Property and rents and issues thereof, relating to this Certificate. The "**Principal Balance**" of this Certificate equals the sum of the Face Amount, all interest accrued thereon and other sums payable to Holder in this Certificate.

WHEREAS, Sections 3 and 4 of Certificate No. 2 are incorporated herein and state:

3. **Interest Rate.** Interest shall accrue and be payable on the Principal Balance of this Certificate from and including the Effective Date (hereinafter defined) to and including the ninetieth (90th) day following the Effective Date (the ninetieth (90th) day following the Effective Date being herein the "**Maturity Date**"; the period of time from and after the Effective Date through and including the Maturity Date is sometimes referred to herein as the "**Term**") at a rate and in the aggregate amount of: the Principal Balance multiplied by the sum of seven hundred fifty (750) basis points plus one-fourth (1/4) the Prime Rate (hereinafter defined) in effect on the Effective Date (the sum of the foregoing being herein the "**Initial Interest**"), notwithstanding the number of days the Principal Balance of this Certificate is outstanding during the Term. The Initial Interest is minimum earned interest on the Principal Balance for any period of time outstanding on or before the Maturity Date. From and including the first calendar day immediately following the Maturity Date to and including the date that the Principal Balance of this Certificate is paid in full, interest shall accrue and be payable on the Principal Balance of this Certificate at a monthly floating rate equal to the sum of the one hundred fifty (150) basis points plus one twelfth (1/12) the Prime Rate (hereinafter defined) (the sum of the foregoing being herein the "**Default Interest Rate**") with each change in the Default Interest Rate taking effect simultaneously with the change in the Prime Rate. For purposes of this Certificate, the term "**Prime Rate**" means the annual rate of interest publicly announced from time to time by Bank of America, N.A., or its successors or assigns ("**Bank**"), as its prime rate. Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Bank to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and the Bank may make various business or other loans at rates of interest having no relationship to such rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in the Bank's Prime Rate. If the Bank ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without

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notice with each change in such prime rate as of the date such change is reported.

- 4. **Computation of Interest.** Interest at the Default Interest Rate shall be computed on the Principal Balance evidenced hereby outstanding from time to time, on the basis of a three hundred sixty (360) day year, but shall be charged for the actual number of days within the period for which interest is being charged. Any sum advanced by the Holder that increases the Principal Balance shall be deemed to have been disbursed as of, and shall bear interest from, the date of payment.

WHEREAS, On November 28, 2011, Certificate No. 2 was sold or transferred to Claimant for value by Receiver.

NOW THEREFORE, Pursuant to 65 ILCS 5/11-31-2(a), Claimant claims a lien ("Claimant's Lien") in and to the Property to secure payment of the Principal Balance (as defined in Certificate No. 2).

Dated: ~~11/28/2011~~ December 16, 2011.

BCL-HURON LLC, an Illinois limited liability company

By: Noru Capital LLC, an Illinois limited liability company

Its: Manager

By: CR Realty Capital LLC, an Illinois limited liability company

Its: Manager

By: David Mitidiero

Name: David Mitidiero

Its: Manager

STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

The affiant, David Mitidiero, being duly sworn on oath, deposes and says that he is the manager of CR Realty Capital LLC, an Illinois limited liability company, which is the manager of Noru Capital, LLC, an Illinois limited liability company, which is the manager of BCL-HURON LLC, an Illinois limited liability company; that he has read the foregoing Notice of Lien and knows the contents thereof; and that all the statements therein contained are true.

Dated: Dec. 16 Th, 2011

David Mitidiero

Subscribed and sworn before me this 16 day of December, 2011.

Kelly R. Kitano
Notary Public



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EXHIBIT A

Mortgagees and Others with an Interest in the Property

NOTE: This information is provided for convenience purposes only and shall not limit or prejudice Claimant should the mortgagees and others with an interest in the Property listed be inaccurate or incomplete.

Keiwan Scott
10611 S. Sangamon St.
Chicago, IL 60643

Keiwan Scott
P.O. Box 528154
Chicago, IL 60652

Mortgage Electronic Registration Systems, Inc. as Nominee for MILA, Inc.
c/o Genpact Registered Agent, Inc
1901 E. Voorhees Street, Suite C
Danville, IL 61834

MILA, Inc. d/b/a/ Mortgage Investment Lending Associates, Inc.
c/o Mark Hikel
6021 244th St. SW
Mount Lake Tr., WA 98043

City of Chicago
c/o Marc Augustave
Corporation Counsel
30 N. LaSalle Street, Suite 700
Chicago, Illinois 60602

Equity One Investment Fund, LLC
c/o John Bridge
120 W. Madison St., Ste. 918
Chicago, IL 60602

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EXHIBIT B

Legal Description of the Property

THE NORTH 5 FEET OF LOT 53 AND LOT 54 (EXCEPT THE NORTH 3 FEET) IN WELLS AND NASHS RESUBDIVISION OF BLOCKS 5, 6, 11 AND 12 IN THE SUBDIVISION OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 25-17-228-004-0000

Commonly Known As: 10611 S. Sangamon St., Chicago, Illinois

Property of Cook County Clerk's Office