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**Doc#:** 1211522076 **Fee:** \$128.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/24/2012 03:36 PM Pg: 1 of 19

The attached Assignment Prepared by  
and Return to:

Kathleen R. Pasulka Brown, Esq.  
Pugh, Jones & Johnson, P.C.  
180 N. LaSalle Street, Suite 2400  
Chicago, Illinois 60601

**Legal Description of Property to which attached Assignment relates:**

*See attached Assignment at Exhibit A, pages 11-14.*

**Property Index Nos. to which attached Assignment relates:**

*See attached Assignment at Exhibit A, page 15.*

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This Instrument prepared by  
and return to:

Kathleen R. Pasulka-Brown, Esq.  
Pugh, Jones & Johnson, P.C.  
180 N. LaSalle Street, Suite 3400  
Chicago, Illinois 60601

## **ASSIGNMENT OF FINAL JUDGMENT OF FORECLOSURE AND ORDER OF SALE, ASSIGNMENT OF BID RIGHTS AND ASSIGNMENT OF MORTGAGES AND OTHER LOAN DOCUMENTS**

Plaintiff, AmT CADC Venture, LLC (the "Assignor" or "AmT CADC"), in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, transfers, conveys and assigns to IOTA KINETIC, LLC, an Illinois limited liability company ("Assignee"), all right, title and interest of the Assignor in and to any and all judgments and Orders in the civil action referenced below, including that certain final Judgment of Foreclosure and Order of Sale, issued by the Circuit Court of Cook County, Illinois, Chancery Department, in Case No. 09 CH 8041, consolidated with Case Nos. 08 CH 25666 and 08 CH 5047 on March 16, 2012 ("March 16, 2012 Judgment"), in the case styled *AmT CADC Venture, LLC v. Andy's Heating, et al.*, Circuit Court of Cook County, Illinois, Chancery Department, Case No. 09 CH 8041, consolidated with Case Nos. 08 CH 25666 and 08 CH 5047 (together with all money due and to become due thereon, collectively, the "Assigned Judgment"), a copy of which March 16, 2012 Judgment is attached hereto as Exhibit "A". AmT CADC further grants, bargains, sells, assigns, transfers and sets over unto the Assignee, **all of AmT CADC's bid rights at the foreclosure sale** based upon the Assigned Judgment in favor of the Plaintiff, AmT CADC Venture, LLC, and against Defendants, Rainbo Homes II, L.L.C., *et al.*, and any Orders awarding bidding credit for additional amounts, including but not limited to attorneys' fees and costs. This assignment is made without recourse and without express or implied warranties or representations. It is the responsibility of the Assignee to incur all costs and expenses of this Assignment and the foreclosure sale from and after this date.

Assignor further grants, bargains, sells, conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title, and interest in, to and under the following loan documents:

1. Construction Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated July 21, 2005, between Borrower and Assignor, recorded with the Cook County Recorder of Deeds on August 2, 2005 as Document No. 0521439040, as modified by that certain Mortgage Modification Agreement dated May 25, 2007, between Borrower and Assignor, recorded with the Cook County Recorder of Deeds on June 1, 2007 as Document No. 071521804, and as further modified by that certain Second Mortgage Modification Agreement dated August 9, 2007, between Borrower and Assignor, recorded with the Cook County Recorder of Deeds on September 18, 2007 as Document No. 0726131098.
2. Second Amended and Restated Revolving Mortgage note dated August 9, 2007 in the amount of \$27,000,000.00 executed by Borrower and payable to Assignor.

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**IN WITNESS WHEREOF**, Assignor has caused these presents to be duly executed in its name and on its behalf by its officer.

AmT CADC VENTURE, LLC, a Delaware limited liability company

By: [Signature]  
Name: R. Patterson Jackson  
Title: Authorized Signatory

SEE ACKNOWLEDGEMENT ON NEXT PAGE

STATE OF \_\_\_\_\_ )

ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2012, by R. Patterson Jackson, as Authorized Signatory of AmT CADC VENTURE, LLC, on behalf of the company.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California )  
County of Orange )

On 4-19-12 before me, Angie Shen, Notary Public, personally appeared Robert Patterson Jackson who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me the he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Angie Shen

(Seal)

**UNOFFICIAL COPY****IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
CHANCERY DEPARTMENT**

AmT CADC Venture, LLC,

Plaintiff,

v.

Andy's Heating, *et al.*,

Defendants.

Case No. 09 CH 8041

Consolidated with 08 CH 25666; 5047

**JUDGMENT OF FORECLOSURE AND ORDER OF SALE**

This Cause having come to be heard on Plaintiff AmT CADC Venture, LLC's Motion for Entry of Order of Judgment by Default, Motion for Summary Judgment on Count I of Verified Second Amended Complaint and Motion for Entry of Judgment of Foreclosure and Order of Sale ("Motion for Judgment of Foreclosure"), pursuant to 735 ILCS 5/2-1301(d), 735 ILCS 5/2-1005 and 735 ILCS 5/15-1506, this Court having considered the evidence and being fully apprised in the premises makes the following findings:

**I. JURISDICTION**

1. The complaint initiating this mortgage foreclosure action was filed on February 24, 2009.
2. On October 15, 2010, Plaintiff filed a Verified Second Amended Complaint to Foreclose Mortgage and for Other Relief ("Verified Complaint"), naming as defendants: Rainbo Homes II, L.L.C. ("Rainbo"); purported mechanics lien claimants: Vennen Company, Majestic Steel Erectors Incorporated, Andy's Heating and Air Conditioning, Inc., Enterprise Construction, Inc., Spancrete of Illinois, Inc., Imperial Crane Services, Inc., Pierini Iron Works, Inc., Masonry Company, Inc., Norman Mechanical, Inc., Pappageorge Haymes, Ltd., Lakeland Building Supply, Inc., James P. Dailey Electrical Contractors, Inc., Meridienne Corporation, Midwest

EXHIBIT A

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Contract Glazing, Inc., Unified Carpentry, Inc., and Metropolitan Development Enterprises, Inc.; Kinetic Lofts at Rainbo Village Condominium Association; all Unknown Owners; all Non-Record Claimants and guarantors Pawel Hardej a/k/a Paul Hardej and Charles Everhardt.

3. The real property subject to the mortgage at issue herein is located in Cook County, Illinois. Its common address is 4814-4854 North Clark Street, Chicago, Illinois ("Mortgaged Property").

4. On April 23, 2009, the Court appointed a receiver to take possession, custody, and control of the Mortgaged Property ("Receiver").

5. All defendants, with the exception of guarantor Charles Everhardt, were properly served. Unknown owners and non-record claimants were served, pursuant to Sections 5/2-606, 5/2-207 and 5/2-413 of the Illinois Code of Civil Procedure, by timely publication of a Mortgage Foreclosure Publication Notice in accordance with 735 ILCS 5/2-207 and 5/15-1502(c)(2), which appeared in the Chicago Dailey Law Bulletin commencing March 2, 2009 and ending March 16, 2009, inclusive.

6. On January 19, 2012, the Court entered judgment by default against defendants Kinetic Lofts at Rainbo Village Condominium Association, Unknown Owners and Non-Record Claimants.

7. On January 26, 2012, Plaintiff filed its Motion for Judgment of Foreclosure, which includes evidence demonstrating that Rainbo is in default in this cause and evidence regarding the dates on which the alleged liens of all named mechanics lien claimants were extinguished or deemed inferior to Plaintiff's lien.

8. This Court has jurisdiction over the subject matter of this case and all parties with alleged interests in or liens upon the Mortgaged Property.

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## II. EVIDENTIARY FINDINGS:

9. Attached to Plaintiff's Verified Complaint as Exhibit A and incorporated herein is a Construction Mortgage, Assignment of Rents, Security Agreement and Fixture filing dated July 21, 2005 ("Original Mortgage"), as amended by that certain Mortgage Modification Agreement dated May 25, 2007 ("First Modification to Mortgage"), as further amended by that certain Second Mortgage Modification Agreement dated August 9, 2007 ("Second Modification to Mortgage") (as modified, the "Mortgage"). Attached to Plaintiff's Verified Complaint as Exhibit B and incorporated herein is a Second Amended and Restated Revolving Mortgage Note dated August 9, 2007 ("Promissory Note") in the original principal amount of Twenty-Seven Million and No/100 Dollars (\$27,000,000.00).

10. Plaintiff's Mortgage appears of record in the offices of the Cook County Recorder of Deeds as Document Nos. 0521439040, 0715218041, 07261131098. True and correct copies of the originals of the Mortgage and Promissory Note were presented in open Court and are attached to Plaintiff's Verified Complaint as Exhibits A and B.

11. The amount of the original indebtedness secured by the Mortgage and Promissory Note is \$27,000,000.00.

12. Attached to Plaintiff's Memorandum in Support of Motion for Judgment of Foreclosure as Exhibit 1 and incorporated herein is Plaintiff's Verified Complaint and the above-referenced exhibits. Attached to Plaintiff's Memorandum in Support of Motion for Judgment of Foreclosure as Exhibits 2 and 4-6 and incorporated herein are the December 7, 2011 Affidavit of Robert J. Gersch ("Gersch Affidavit"), the December 14, 2011 Affidavit of Kathleen R. Pasulka-Brown ("Attorney Affidavit"), the December 21, 2011 Judgment Order



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entered against guarantor Pawel Hardej, and the January 20, 2011 Affidavit of Kathleen R. Pasulka-Brown ("Supplemental Attorney Affidavit").

13. Rainbo is in default under the Mortgage and Promissory Note. On February 15, 2012, this Court entered judgment by default against Rainbo.

14. As established by the Gersch Affidavit, the Attorney Affidavit, the December 21, 2011 Order and the Supplemental Attorney Affidavit, at least \$32,427,359.53 is due and owing to Plaintiff, including interest through January 31, 2012.

15. Specifically, based on the Gersch Affidavit and the Attorney Affidavit, the Court determined that \$32,161,567.53 was due under the Mortgage and Promissory Note as of December 21, 2011. As set forth in the Supplemental Attorney Affidavit, an additional \$38,368.59 is now due and owing for attorneys' fees and receivership expenses, and per the Gersch Affidavit, *per diem* interest of \$5,546.91 is due and owing for each and every day after December 21, 2011. For the forty-one day period between December 22, 2011 and January 31, 2012, inclusive, an additional \$227,423.31 in interest is due and owing.

16. By their terms, the Mortgage and Promissory Note provide that Plaintiff shall be entitled to costs and expenses, including reasonable attorneys' fees, Plaintiff incurs to establish and defend the validity and priority of the Mortgage and Promissory Note and/or maintain the Mortgaged Property. Plaintiff already has incurred costs, expenses and attorneys' fees in addition to those set forth above and after entry of this Judgment, Plaintiff will incur further costs, expenses and attorneys' fees, all of which shall become an additional indebtedness secured by this Judgment lien.

17. Plaintiff's Mortgage shall be secured by a priority lien upon the net proceeds of the sale of the Mortgaged Property to the same extent and with the same priority as Plaintiff held



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immediately prior to the entry of this Judgment, and shall remain such pending a further determination by this Court. The rights and interests of all other parties, unknown owners and non-record claimants are subject, subordinate and inferior to the rights of Plaintiff herein.

18. Except for Plaintiff, any other party claiming an interest in the premises or the net proceeds of the sale of the Mortgaged Property is deferred in proving priority until the hearing to confirm sale.

19. The lien rights of Plaintiff and the right, title, interest, claim or lien of any and all other parties to this foreclosure, and all unknown owners and non-record claimants, in and to the Mortgaged Property shall be terminated upon confirmation of a judicial sale.

20. Appropriate advances made by Plaintiff in order to protect its lien of this Judgment and to preserve the Mortgaged Property, including, without limitation, payment of all commission fees and marketing expenses, inspections, appraisals, payment of real estate taxes and assessments, property maintenance and all insurance premiums incurred by it and not included in this Judgment, but which shall be incurred prior to the foreclosure sale, shall become an additional indebtedness secured by its lien, and shall bear interest from the date of advance at the rate provided in Plaintiff's Mortgage, or, if no rate is provided, at the statutory rate.

21. The legal description of the property foreclosed herein and directed to be sold is attached as Exhibit A.

22. The common address of the Mortgaged Property is: 4814-4854 North Clark Street, Chicago, Illinois.

23. The Original Tax Parcel Numbers of the Mortgaged Property are:  
14-08-315-036-0000, 14-08-315-037-0000, 14-08-315-038-0000, 14-08-315-039-0000,  
14-08-315-044-0000 and 14-08-315-046-0000. Existing Tax Parcel Numbers of the Mortgaged

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Property at or about the date Plaintiff filed its Verified Complaint were: 14-08-315-044-0000, 14-08-315-046-0000, 14-08-315-054-0000, 14-08-315-057-0000 and 14-08-315-058-1001 through 14-08-315-058-1202. Subsequently, the following Tax Parcel Numbers were assigned to portions of the Mortgaged Property: 14-08-315-056-1001, 14-08-315-056-1002, 14-08-315-056-1003, 14-08-315-056-1006, 14-08-315-056-1018, 14-08-315-056-1020, 14-08-315-056-1021, 14-08-315-056-1022, 14-08-315-056-1024, 14-08-315-056-1029, 14-08-315-056-1030, 14-08-315-056-1031, 14-08-315-056-1032, 14-08-315-056-1033, 14-08-315-056-1034, 14-08-315-056-1035, 14-08-315-056-1039 and 14-08-315-056-1044 through 14-08-315-056-1124.

24. The Mortgaged Property is non-residential real estate as defined in 735 ILCS 5/15-1219.

25. Pursuant to 735 ILCS 5/15-1601(b) and the Mortgage, Mortgagor has waived all rights of redemption and all rights of reinstatement.

26. By Order dated February 15, 2012, this Court granted Plaintiff's Motion for Summary Judgment on Count I (Mortgage Foreclosure) of its Verified Second Amended Complaint to Foreclose Mortgage and for other Relief.

27. This Judgment is entered pursuant to 735 ILCS 5/2-1005 and 735 5/15-1506.

### III. IT IS HEREBY ORDERED AND ADJUDGED:

1. Plaintiff's Motion for Entry of Judgment of Foreclosure and Order of Sale is granted and Judgment of Foreclosure and Order of Sale is entered in favor of Plaintiff in the amount of \$32,427,359.53;

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2. Plaintiff has a first priority lien against the real property commonly known as 4814-4854 North Clark Street, Chicago, Illinois (Mortgaged Property), with a legal description of the same attached as Exhibit A, in the amount of \$32,427,359.53;

3. The Court being otherwise satisfied as to the same, approves the sale of the Mortgaged Property in accordance with 735 ICLS 5/15-1507, subject to confirmation of sale in accordance with 735 ICLS 5/15-1508;

4. The sale of the Mortgaged Property is scheduled to take place at a date and time to be determined, which shall be set forth in the notice of sale published pursuant to 735 ICLS 5/15-1507(c);

5. Out of the proceeds of such sale, and upon the Court's confirmation of the same, distribution shall be made in the following order of priority:

a. to Plaintiff in satisfaction of its Mortgage, Promissory Note, Costs, Expenses and Attorneys' Fees;

b. any proceeds of such sale remaining after the distribution described in above subsection (a) shall be distributed to the other lien holders in the order of their priority as determined by the Court, including:

Pierini Iron Works, Inc., which has a lien in the amount of \$189,051.40;

and *Spancrete Illinois, Inc.*, which has a lien of *\$251,679.60* and Meridienne Corporation, which has a lien in the amount of \$257,221.85.

6. The Court shall, upon notice in accordance with 735 ILCS 15-1508 and applicable rules of the Court, conduct a hearing to confirm the sale of the Mortgaged Property, and assuming it concludes to do so, enter an Order providing sale is confirmed and include an

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award of possession which shall become effective immediately upon entry. The Confirmation

Order may also:

- a. approve Plaintiff's claim for interest and other costs, expenses and attorneys' fees and additional advances not reflected in this Judgment and arising prior to the confirmation hearing;
- b. determine the presently remaining amounts, entitlements and priorities of Plaintiff and/or other lien holders to the remaining proceeds of sale; and
- c. grant such further relief as is just;

7. All rights of redemption and reinstatement have been validly waived by Rainbo Homes II, L.L.C. as indicated herein.

8. Upon payment of the sale amount and evidence of the confirmation of sale or deposit of appropriate receipts, the judge, sheriff or other auctioneer conducting and/or presiding over the judicial sale shall execute and deliver to the holder of the Certificate of Sale, or if no Certificate of Sale has been issued, then to the holder of the receipt issued for tender of the sale amount, or the assignee thereof, a deed sufficient to convey title in and to the Mortgaged Property, including, but not limited to, the interest of Rainbo Homes II, L.L.C. as "Owner", "Developer", "Member", and/or "Declarant", or in any other capacity, in and to or arising out of any declaration of covenants, conditions and restrictions, articles of incorporation and by-laws of any homeowners or condominium association and any and all other documents and instruments and any amendments relating to or in any way connected with the operation, organization, control or development of the real property described in the documents referred to above, and such conveyance shall, as against the Mortgaged Property, be an entire bar to all

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claims of any party hereto and all persons claiming thereunder and all claims of Unknown Owners and Non-Record Claimants.

9. The Court hereby expressly makes no ruling as to any liability of defendants or guarantors for any deficiency, but rather expressly reserves ruling thereon for a future date in this cause. Plaintiff hereby expressly preserves its right to seek a deficiency judgment against defendant Pawel Hardej, Charles Everhardt and/or any other potential party or guarantor, and nothing herein shall constitute a waiver of such right.

10. The Court retains jurisdiction of this cause for the purpose of enforcing this Judgment of Foreclosure and Order of Sale, as well as for purpose of determining the liability of defendants or others for any deficiency.

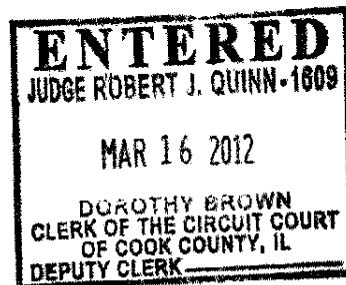
11. The Mortgage of Plaintiff shall not merge into this Judgment, but rather shall expressly survive hereof, with said Mortgage, and the liens created thereby, attaching to the proceeds of the sale addressed herein in the full amounts and with the same priorities, rights and entitlements as said Mortgage had and enjoyed against the Mortgaged Property immediately prior to the entry of this Judgment. The right, title, lien and/or other claim or interest of any other party hereto, including any and all Unknown Owners and Non-Record Claimants are expressly extinguished hereby.

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12. Pursuant to Illinois Supreme Court Rule 304(a), there is no just reason for delaying enforcement of or appeal from this Judgment.

Dated: March 16, 2012

Entered:



---

Judge Robert Quinn

Prepared by:  
Kathleen R. Pasulka-Brown  
Pugh, Jones & Johnson, P.C.  
180 N. LaSalle Street, Suite 3400  
City/State/Zip: Chicago, IL 60601  
Telephone: 312-768-7800  
Firm No.: 40912

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**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: UNITS 201S, 202S; 206S; 208S; 209S; 301S; 302S; 305S; 306S; 308S; 309S; 408S; 409S; 410S; 504S; 505S; 506S; 507S; 511S; 202N; 203N; 204N; 205N; 207N; 209N; 211N; 301N; 302N; 304N; 305N; 306N; 307N; 308N; 309N; 310N; 402N; 403N; 404N; 405N; 406N; 407N; 408N; 409N; 410N; 411N; 501N; 502N; 503N; 504N; 505N; 507N; 508N; 509N; 510N AND 511N AND PARKING SPACES P-1; P-3; P-7; P-8; P-9; P-10; P-11; P-14; P-16; P-17; P-18; P-19; P-20; P-21; P-22; P-24; P-25; P-28; P-29; P-30; P-31; P-32; P-35; P-42; P-43; P-44; P-45; P-46; P-47; P-48; P-49; P-50; P-51; P-52; P-53; P-54; P-55; P-56; P-57; P-58; P-59; P-60; P-61; P-62; P-63; P-64; P-65; P-66; P-67; P-68; P-69; P-70; P-71; P-72; P-73; P-74; P-76; P-77; P-78; P-79; P-80; P-81; P-82; P-83; P-84; P-85; P-86; P-92; P-93; P-94; P-95; P-96; P-97; P-98; P-99; P-101; P-102; P-103; P-105; P-106; P-107; P-108; P-109; P-110; P-111; P-112; AND P-113 IN KINETIC LOFTS AT RAINBOW VILLAGE CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2,3,4,5,6,7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, AFORESAID; THENCE NORTH 89°42'29" WEST ALONG THE SOUTH LINE OF LOT 3, AFORESAID, 240.31 FEET; THENCE NORTH 00°17'31" EAST, 10.86 FEET; THENCE SOUTH 89°42'29" EAST, 35.38 FEET; THENCE NORTH 00°02'01" EAST, 72.85 FEET; THENCE SOUTH 89°42'29" EAST, 9.08 FEET; THENCE NORTH 00°02'01" EAST, 187.74 FEET; THENCE NORTH 89°46'55" WEST, 10.50 FEET; THENCE NORTH 00°02'01" EAST, 102.12 FEET; THENCE SOUTH 89°46'55" EAST, 8.86 FEET; THENCE SOUTH 00°02'01" WEST, 17.24 FEET; THENCE SOUTH 89°46'55" EAST 41.14 FEET TO A POINT ON A LINE DRAWN 105.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH-SOUTH PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 8, INCLUSIVE; THENCE NORTH 00°02'01" EAST, ALONG SAID PARALLEL LINE, 30.62 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°47'13" EAST ALONG THE NORTH LINE OF LOT 1, AFORESAID, 1.50 FEET TO THE EAST LINE OF THE WEST 107 FEET OF SAID LOT 1; THENCE SOUTH 00°02'01" WEST ALONG THE EAST LINE OF THE WEST 107 FEET OF LOT 1, AFORESAID, 36.90 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89°49'19" EAST ALONG THE NORTH LINE OF LOT 2, AFORESAID, 132.76 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 03°33'48" EAST ALONG THE EAST LINE OF LOTS 2 TO 8, INCLUSIVE, 351.22 FEET TO THE POINT OF BEGINNING;



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ALSO,

THAT PART OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 00°02'01" WEST ALONG THE WEST LINE OF LOT 10, AFORESAID, 49.06 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°46'55" EAST, ALONG THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 7.86 FEET; THENCE NORTH 00°02'01" EAST, 8.75 FEET; THENCE SOUTH 89°46'55" EAST, 16.33 FEET; THENCE NORTH 00°02'01" EAST, 13.07 FEET; THENCE SOUTH 89°46'55" EAST, 40.17 FEET; THENCE NORTH 00°02'01" EAST, 4.35 FEET; THENCE SOUTH 89°46'55" EAST 41.14 FEET TO A LINE DRAWN 105.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH-SOUTH PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOT 10;

THENCE SOUTH 00°02'01" WEST, ALONG SAID PARALLEL LINE, 27.32 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE SOUTH 89°47'13" EAST ALONG THE SOUTH LINE OF LOT 10, AFORESAID, 1.50 FEET TO THE EAST LINE OF THE WEST 107 FEET OF SAID LOT 10; THENCE NORTH 00°02'01" EAST ALONG THE EAST LINE OF THE WEST 107 FEET OF LOT 10 AFORESAID 50.01 FEET TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 89°46'55" WEST ALONG THE NORTH LINE OF LOT 10, AFORESAID, 107.00 FEET TO THE POINT OF BEGINNING;

WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 0725415119, AMENDMENT TO CORRECT THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 04, 2007 AS DOCUMENT 0733809027, FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED JANUARY 07, 2008 AS DOCUMENT 0800731091, ADD-ON AMENDMENT TO DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT KINETIC LOFTS AT RAINBO VILLAGE CONDOMINIUM RECORDED JUNE 09, 2008 AS DOCUMENT 0816144006 AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

AND

(Street Level commercial in North Building)

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2,3,4,5,6,7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +40.33 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.90 FEET CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARY PROJECTED

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VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 8, AFORESAID; THENCE NORTH 03°33'48" WEST, ALONG THE EAST LINE OF LOTS 5,6,7 AND 8, AFORESAID, 189.87 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°33'48" WEST, ALONG THE EAST LINE OF LOT 2, 3, 4 AND 5, AFORESAID, 161.34 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°49'19" WEST ALONG THE NORTH LINE OF LOT 2, AFORESAID, 39.33 FEET; THENCE SOUTH 00°10'41" WEST, 81.10 FEET; THENCE SOUTH 89°49'19" EAST, 21.24 FEET; THENCE SOUTH 43°35'22" WEST, 17.69 FEET; THENCE SOUTH 89°57'59" WEST, 0.80 FEET; THENCE SOUTH 00°02'01" WEST 67.05 FEET; THENCE SOUTH 89°49'19" EAST, 83.89 FEET TO THE POINT OF BEGINNING;

AND

PARCEL 1 (Street Level Commercial in South Building)

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2,3,4,5,6,7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +10.27 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.85 FEET CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, AFORESAID; THENCE NORTH 03°33'48" WEST, ALONG THE EAST LINE OF LOTS 5,6,7 AND 8, AFORESAID, 165.27 FEET; THENCE NORTH 89°42'29" WEST, 85.63 FEET; THENCE SOUTH 00°02'01" WEST, 65.92 FEET; THENCE SOUTH 89°57'59" EAST, 1.27 FEET; THENCE SOUTH 43°34'28" EAST, 17.47 FEET; THENCE SOUTH 89°42'29" EAST, 21.27 FEET; THENCE SOUTH 00°17'31" WEST, 41.83 FEET; THENCE NORTH 89°42'29" WEST, 6.44 FEET; THENCE SOUTH 00°17'31" WEST, 42.67 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89°42'29" EAST ALONG THE SOUTH LINE OF LOT 8, AFORESAID, 68.13 FEET TO THE POINT OF BEGINNING;

AND

PARCEL 1

THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO,

PARCEL 2

**UNOFFICIAL COPY**

THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN SAID PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10 THENCE SOUTH 89°46'55" EAST, ALONG THE NORTH LINE OF LOT 10 AFORESAID, 107.00 FEET; THENCE SOUTH 00°02'01" WEST, 86.91 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°49'19" WEST, 51.50 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 00°02'01" EAST, 23.50 FEET; THENCE SOUTH 89°46'55" EAST, 8.86 FEET; THENCE SOUTH 00°02'01" WEST, 17.24 FEET; THENCE SOUTH 89°46'55" EAST, 51.14 FEET; THENCE NORTH 00°02'01" EAST, 58.00 FEET; THENCE NORTH 89°46'55" WEST, 41.14 FEET; THENCE SOUTH 00°02'01" WEST, 4.55 FEET; THENCE NORTH 89°46'55" WEST, 40.17 FEET; THENCE SOUTH 00°02'01" WEST, 13.07 FEET; THENCE NORTH 89°46'55" WEST, 16.33 FEET; THENCE SOUTH 00°02'01" WEST, 8.75 FEET; THENCE NORTH 89°46'55" WEST, 7.86 FEET TO THE WEST LINE OF LOT 10 AFORESAID; THENCE NORTH 00°02'01" EAST, ALONG THE WEST LINE OF LOT 10 AFORESAID 49.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES THE UNDERLYING LEGAL DESCRIPTION OF THE SUBJECT PROPERTY IS AS FOLLOWS:

**PARCEL 1:**

LOTS 2,3,4,5,6,7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE WEST 107 FEET OF LOT 1 IN KEENEY'S ADDITION TO RAVENSWOOD IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

Original Tax Parcel Numbers:

14-08-315-036-0000; 14-08-315-037-0000; 14-08-315-038-0000;  
14-08-315-039-0000; 14-08-315-044-0000; and 14-08-315-046-0000

Existing Tax Parcel Numbers\*:

14-08-315-041-0000 (4850 N. Clark Street)

14-08-315-046-0000 (4854 N. Clark Street)

14-08-315-054-0000 (4802 N. Clark Street)

14-08-315-055-1001 through 14-08-315-055-1202

14-08-315-056-1001; 14-08-315-056-1002; 14-08-315-056-1003; 14-08-315-056-1006; 14-08-315-056-1018; 14-08-315-056-1020; 14-08-315-056-1021; 14-08-315-056-1022; 14-08-315-056-1024; 14-08-315-056-1029; 14-08-315-056-1030; 14-08-315-056-1031; 14-08-315-056-1032; 14-08-315-056-1033; 14-08-315-056-1034; 14-08-315-056-1035; 14-08-315-056-1039; and 14-08-315-056-1044 through 14-08-315-056-1124

\*Tax Parcel Numbers 14-08-315-036-0000, 14-08-315-037-0000, 14-08-315-038-0000 and 14-08-315-039-0000 were divided into 14-08-315-054-0000, 14-08-315-055-0000 and 14-08-315-056-0000 in 2008. In 2009, 14-08-315-055-0000 and 14-08-315-056-0000 were further divided. 14-08-315-055-0000 became 14-08-315-055-1001 through 14-08-315-055-1202. Certain new tax parcel numbers for 14-08-315-056-0000 have been determined but additional tax parcel numbers will be determined.