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THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING SHOULD BE
MAILED TO:

CR Realty Advisors, LLC
325 W. Huron Street, Suite 230
Chicago, IL 60654



Doc#: 1232116069 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/16/2012 03:43 PM Pg: 1 of 8

NOTICE OF LIEN

NORU CAPITAL 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: **2600 ROOSEVELT ASSOCIATES LLC, an Illinois limited liability company** ("Owner"), mortgagees and any person or entity claiming an interest in any portion of the Property (as defined below) (a list of mortgagees and others with an interest in a portion of the Property is attached hereto as **Exhibit A**), and states:

WHEREAS, On information and belief, Owner was 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-M1-402006 ("Building Code Case"), with respect to the Property.

WHEREAS, the City filed its *Emergency Petition for Appointment of a Limited Receiver* in the Building Code Case pursuant to 65 ILCS 5/11-31-1, 5/11-31-2 and 5/11-13-15.

WHEREAS, On or about January 3, 2012, the Court entered an *Order Appointing A Limited Receiver and Authorizing Emergency Action by the 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. [1] with an effective date of July 25, 2012 ("Certificate No. 1") pursuant to Order by the Court of an even date.

WHEREAS, Section 2 of Certificate No. 1 is incorporated herein and states:

2. **Principal Amount.** The "Face Amount" of this Certificate equals the sum of FIFTY NINE THOUSAND TWO HUNDRED TWELVE and 15/100 Dollars (**\$59,212.15**) 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'

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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 as provided in this Certificate.

WHEREAS, Sections 3 and 4 of Certificate No. 1 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 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

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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 August 15, 2012, Certificate No. 1 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. 1).

Dated: November 12, 2012

NORU CAPITAL LLC, an Illinois limited liability company

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

Its: Manager

By: *David Mitidiero*
Name: David Mitidiero
Its: Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

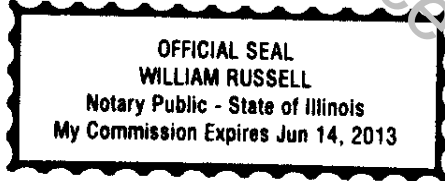
The affiant, David Mitidiero, being duly sworn on oath, deposes and says that he is the manager of CR Realty Capital LLC, an Illinois limited liability company, which is the manager of Noru Capital, LLC, an Illinois limited liability company; that he has read the foregoing Notice of Lien and knows the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

Dated: *November 12, 2012*

David Mitidiero

Subscribed and sworn before me this *12* day of *November*, 20*12*.

William Russell
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.

Stephen R. Tatton
Gabrielle E. Parker
CITY OF CHICAGO
Corporation Counsel
30 N. LaSalle Street, Suite 700
Chicago, Illinois 60602

Dressler Peters, LLC
111 W. Washington, Ste. 1900
Chicago, IL 60602

Chip Owens
Hoepfner Wagner & Evans LLP
Twin Towers South – 6th Floor
1000 East 80th Place
Merrillville, IN 46410

Property of Cook County Clerk's Office

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EXHIBIT B

Legal Description of the Property

PARCEL A:

PARCEL 1:

THE SOUTH 264.19 FEET OF BLOCK 4, (EXCEPTING FROM SAID TRACT, THE EAST 19.00 FEET OF THE NORTH 162.25 FEET THEREOF HEREAFTER CONVEYED TO ALLIS-CHALMERS MANUFACTURING COMPANY BY DEED DATED MAY 12, 1919 AND EXCEPTING ALSO ALL THAT PART OF THE NORTH 147.00 FEET OF SAID TRACT, LYING WEST AND NORTHWESTERLY OF A CURVED LINE OF, WHICH IS 8.50 FEET NORTHWESTERLY FROM THE CENTERLINE OF AN INDUSTRIAL RAILROAD TRACK OVER AND ACROSS SAID TRACT, SAID CENTERLINE INTERSECTING THE NORTH LINE OF THE SOUTH 264.19 FEET OF SAID BLOCK 4 AT A POINT 31.58 FEET WEST OF THE EAST LINE OF SAID BLOCK 4 AND INTERSECTING THE SOUTH LINE OF THE NORTH 147.00 FEET OF THE SOUTH 264.19 FEET OF BLOCK 4 AFORESAID AT A POINT 188.31 FEET WEST OF THE EAST LINE OF SAID BLOCK 4, HEREAFTER CONVEYED TO SIMON KRULEWITCH BY DEED DATED MAY 21, 1924) IN THE RESUBDIVISION OF STARR'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼, (EXCEPT THE EAST 100.00 FEET THEREOF) OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 147.00 FEET OF THE SOUTH 264.19 FEET OF BLOCK 4, (EXCEPT ALL THAT PART LYING SOUTHEASTERLY OF A CURVED LINE, WHICH IS 8-1/2 FEET NORTHWESTERLY FROM CENTERLINE OF AN INDUSTRIAL RAILROAD TRACK OVER AND ACROSS SAID PREMISES, THE CENTERLINE INTERSECTING THE NORTH LINE OF THE SOUTH 264.19 FEET AFORESAID AT A POINT 31.58 FEET WEST OF THE EAST LINE OF SAID BLOCK 4 AND ALSO INTERSECTING THE SOUTH LINE OF THE NORTH 147.00 FEET OF THE SOUTH 264.19 FEET AFORESAID AT A POINT 188.31 FEET WEST OF THE EAST LINE OF SAID BLOCK 4) IN RESUBDIVISION OF STARR'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 100.00 FEET THEREOF) OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1908 AS DOCUMENT 4301729, IN COOK COUNTY, ILLINOIS.

PARCEL B:

PARCEL 1:

THAT PORTION OF LOTS 3 AND 4 IN THE RESUBDIVISION OF STARR'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ (EXCEPT THE EAST 100.00 FEET) OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 14, 1908 AS DOCUMENT 4301729, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE 264.19 FEET NORTH OF THE SOUTH LINE OF LOT 4, A DISTANCE OF 464.55 FEET EAST OF THE WEST LINE OF LOT 4; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 82.54 FEET; THENCE WEST

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PARALLEL WITH SAID SOUTH LINE OF LOT 4, A DISTANCE OF 218.63 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 82.54 FEET; THENCE EAST, A DISTANCE OF 218.63 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL B/PARCEL 1 ABOVE, AS FOLLOWS:

- (A) OVER THE NORTH 9.96 FEET OF THE WEST 464.55 FEET OF THE SOUTH 264.19 FEET OF LOT 4 IN THE RESUBDIVISION OF STARR'S SUBDIVISION AFORESAID, AS RESERVED IN THE DEED FROM ALLIS CHALMERS MANUFACTURING COMPANY, A CORPORATION OF DELAWARE DATED AUGUST 11, 1916 AND RECORDED OCTOBER 16, 1916 AS DOCUMENT 5965714;
- (B) OVER THE SOUTH 9.96 FEET OF THE PART OF LOTS 3 AND 4 IN THE RESUBDIVISION OF STARR'S SUBDIVISION AFORESAID; DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 145.62 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3 AND 141.14 FEET EAST OF THE WEST LINE OF LOT 3; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 105.92 FEET; THENCE SOUTH, A DISTANCE OF 202.69 FEET TO A POINT, WHICH LIES 245.90 FEET EAST OF THE WEST LINE OF LOTS 3 AND 4 AND 264.19 FEET NORTH OF THE NORTH LINE OF 12TH STREET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 105.92 FEET; THENCE NORTH, A DISTANCE OF 202.69 FEET TO POINT OF BEGINNING, AS RESERVED IN THE DEED FROM ALLIS CHALMERS MANUFACTURING COMPANY, A CORPORATION OF DELAWARE TO JULIAN JACKSON DATED APRIL 8, 1920 AND RECORDED JUNE 6, 1923 AS DOCUMENT 7967449; AND
- (C) OVER THE NORTH 9.96 FEET OF THE SOUTH 2/4 15 FEET OF THAT PART OF LOTS 3 AND 4 IN THE RESUBDIVISION OF STARR'S SUBDIVISION AFORESAID LYING WEST OF A STRAIGHT LINE COMMENCING AT A POINT 264.19 FEET NORTH OF 12TH STREET AND 139.98 FEET EAST OF THE WEST LINE OF SAID LOT 4 AND ENDING AT A POINT 145.62 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3 AND 141.14 FEET EAST OF THE WEST LINE OF SAID LOT 3, AS RESERVED IN THE DEED FROM ALLIS CHALMERS MANUFACTURING COMPANY, A CORPORATION OF DELAWARE TO NORTH-SIDE SASH AND DOOR COMPANY, DATED JUNE 10, 1930 AND RECORDED JUNE 13, 1930 AS DOCUMENT 10682132, IN COOK COUNTY, ILLINOIS.

PARCEL C:

PARCEL 1:

THAT PART OF LOTS 3 AND 4 IN THE RESUBDIVISION OF STARR'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ (EXCEPT THE EAST 100.00 FEET THEREOF) OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 145.62 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3 AND 141.14 FEET EAST OF THE WEST LINE OF SAID LOT 3; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 105.92 FEET; THENCE SOUTH, A DISTANCE OF 202.69 FEET TO A POINT WHICH LIES 245.90 FEET EAST OF THE WEST LINE OF SAID LOTS 3 AND 4 AND 264.19 FEET NORTH OF THE NORTH LINE OF 12TH STREET; THENCE

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WEST PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 105.92 FEET; THENCE NORTH, A DISTANCE OF 202.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 3 IN THE RESUBDIVISION OF STARR'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, (EXCEPT THE EAST 100.00 FEET THEREOF) IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1908 IN BOOK 101, PAGE 41 AS DOCUMENT 4301729, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 3, (BEING THE EAST LINE OF WASHTENAW AVENUE) A DISTANCE OF 45.62 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE EAST ON LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 142.42 FEET, MORE OR LESS TO THE CENTERLINE OF A PARTY WALL FORMING THE EAST WALL OF THE BUILDING LOCATED ON THE LAND HEREBY CONVEYED; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID PARTY WALL, A DISTANCE OF 81.62 FEET MORE OR LESS TO THE POINT OF ITS INTERSECTION WITH THE CENTERLINE OF PARTY WALL FORMING THE SOUTH WALL OF THE BUILDING LOCATED ON THE LAND HEREBY ON THE LAND HEREBY CONVEYED; THENCE WEST ALONG THE CENTERLINE OF SAID LAST DESCRIBED PARTY WALL, A DISTANCE OF 142.42 FEET, MORE OR LESS TO THE WEST LINE OF LOT 3 AND THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 3, A DISTANCE OF 81.62 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOTS 3 AND 4 IN THE RESUBDIVISION OF STARR'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, (EXCEPT THE EAST 100.00 FEET THEREOF) OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1908 IN BOOK 101, PAGE 41 AS DOCUMENT 4301729, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 142.42 FEET EAST OF THE WEST LINE OF SAID LOT 3 AND 45.62 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3, (WHICH POINT OF BEGINNING LIES IN THE CENTERLINE OF THE BRICK WALL WHICH STANDS AS THE WEST WALL OF A BRICK AND STEEL FACTORY BUILDING KNOWN AS THE ALLIS-CHALMERS MACHINE SHOP); THENCE RUNNING EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 104.52 FEET TO A POINT IN THE CENTERLINE OF THE EAST WALL OF SAID BRICK AND STEEL FACTORY BUILDING; THENCE RUNNING SOUTH, A DISTANCE OF 100.00 FEET TO A POINT IN THE CENTERLINE OF SAID EAST WALL, WHICH LIES 145.62 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3 AND 246.36 FEET EAST OF THE WEST LINE OF SAID LOT 3; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 105.22 FEET TO A POINT ON THE OUTSIDE OF SAID WEST BRICK WALL, WHICH LIES 141.14 FEET EAST OF THE WEST LINE OF SAID LOT 3; THENCE NORTH ALONG THE OUTSIDE OF SAID WEST WALL, A DISTANCE OF 18.38 FEET TO THE OUTSIDE SOUTH WALL OF A BRICK BUILDING KNOWN AS THE "SHIPPING ROOM"; THENCE EAST 0.7 OF A FOOT TO THE CENTER OF SAID WEST WALL OF SAID ALLIS-CHALMERS MACHINE SHOP; THENCE NORTH A DISTANCE OF 81.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THAT PART OF LOTS 3 AND 4 IN RESUBDIVISION OF STARR'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼, OF THE SOUTHEAST ¼, (EXCEPT THE EAST 100.00 FEET THEREOF) IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF WASHTENAW AVENUE 127.24 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 3 AFORESAID; THENCE SOUTH ALONG EAST LINE OF WASHTENAW AVENUE, A DISTANCE OF 221.07 FEET, MORE OR LESS TO A POINT 264.19 FEET NORTH OF THE NORTH LINE OF ROOSEVELT ROAD (AS WIDENED); THENCE EAST OF LINE PARALLEL TO THE NORTH LINE OF LOT 3 AFORESAID, A DISTANCE OF 139.98 FEET TO THE WEST LINE OF LAND CONVEYED TO JULIAN S. JACKSON BY DEED DOCUMENT 7967449; THENCE NORTHERLY ALONG SAID JACKSON'S WEST LINE, A DISTANCE OF 221.09 FEET TO A POINT, WHICH IS 127.24 FEET SOUTH OF THE NORTH LINE OF LOT 3 AND 141.24 FEET EAST OF THE EAST LINE OF WASHTENAW AVENUE; THENCE WEST ON LINE PARALLEL TO THE NORTH LINE OF LOT 3 AFORESAID, A DISTANCE OF 141.24 FEET, MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL D:

THAT PART OF BLOCK 2 IN THE RESUBDIVISION OF STARR'S SUBDIVISION IN THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ (EXCEPT THE EAST 100.00 FEET THEREOF) OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1908 AS DOCUMENT 4301729, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number(s): 16-13-418-004-0000; 16-13-418-005-0000; 16-13-418-007-0000;
16-13-418-008-0000; 16-13-418-009-0000; 16-13-418-011-0000;
16-13-418-012-0000; 16-13-418-014-0000.

Commonly Known As: 1105 South Washtenaw, Chicago, Illinois, 60608; 2500 West Roosevelt Road, Chicago, Illinois, 60608