

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

**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 5/11-32-2(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: **CHICAGO TITLE LAND TRUST** ("Owner"), mortgages 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.08-M1-402013 ( "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 December 06, 2011, 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 February 06, 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 FIVE THOUSAND THREE HUNDRED FIFTY-THREE and 00/100 Dollars (**\$5,353.00**) 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

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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 (90<sup>th</sup>) day following the Effective Date (the ninetieth (90<sup>th</sup>) 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 number of days within the period for which interest is being charged. Any sum

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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 February 06, 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 this 06 day of February, 2012

**NORU CAPITAL LLC, an Illinois  
Limited liability company**

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

Its: Manager

By: 

Name: David Mitidiero

Its: Manager

STATE OF ILLINOIS        )  
  )        ss.  
COUNTY OF COOK        )

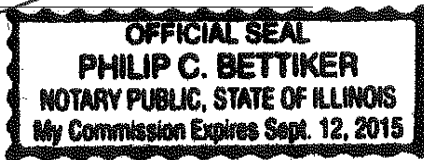
The affiant, David Mitidiero, being duly sworn on oath, deposes and says that he is the manager of CR Realty Capital LLC, an Illinois limited liability company, which is the manager of NORU CAPITAL LLC, an Illinois limited liability company, that he has read the foregoing Notice of Lien and knows the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

Dated: February 06, 2012



Subscribed and sworn before me this  
06 day of February, 2012.

Notary Public



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## EXHIBIT A

### Mortgages 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 other with an interest in the Property listed be inaccurate or incomplete.

CITY OF CHICAGO  
Assistant Corporation Counsel  
30 N. LaSalle St. #700  
Chicago, IL 60602

Mitchell F. Asher  
157 N. Brockway  
Palatine, IL 60067

Arnstein & Lehr  
120 S. Riverside Plaza  
Chicago, IL 60606

Property of Cook County Clerk's Office

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## EXHIBIT B

### Legal Description of the Property

PARCEL 1: LOT 1 IN BLOCK 1 IN WILSON AND GOULD'S SUBDIVISION OF THE WEST ½ OF LOT 5 IN SUPERIOR COURT PARTITION OF THE EAST ½ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PARCEL 2: THAT PART OF LOT 1 IN CHRISTIANA, BEING A SUBDIVISION OF THE EAST ½ OF LOT 5 IN SUPERIOR COURT PARTITION OF THE EAST ½ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY LINE OF GRAND AVENUE, 100 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 TO THE SOUTHERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 72.5 FEET MORE OR LESS TO THE POINT OF BEGINNING (EXCEPT FROM ABOVE DESCRIBED PREMISES THAT PART THEREOF IF ANY TAKEN FOR OPENING OR WIDENING AUGUSTA STREET), IN COOK COUNTY, ILLINOIS.

AND

PARCEL 3: THAT PART OF LOT 1 LYING SOUTH OF AUGUSTA BOULEVARD IN CHRISTIANA, A SUBDIVISION OF THE EAST ½ OF LOT 5 IN SUPERIOR COURT PARTITION OF THE EAST ½ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PARCEL 4: LOT 1 IN CHRISTIANA BEING A SUBDIVISION OF THE EAST ½ OF LOT 5 IN SUPERIOR COURT PARTITION OF THE EAST ½ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY LINE OF GRAND AVENUE, 100 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 TO THE SOUTHERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 72.5 FEET MORE OR LESS TO THE POINT OF BEGINNING) AND (EXCEPT THAT PART OF LOT 1 LYING SOUTH OF THE NORTH LINE OF AUGUSTA BOULEVARD), IN COOK COUNTY, ILLINOIS.

AND

PARCEL 5: LOT 1 IN MORTIMER STEECES AUGUSTA GRAND SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 10654439, ALL SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number(s): 16-02-428-041-0000; 16-02-428-007-0000  
16-02-428-008-0000; 16-02-428-009-0000

Commonly known as: 3301-69 W GRAND, CHICAGO, ILLINOIS 60651