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Doc#: 1402222064 Fee: \$52.00  
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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/22/2014 01:08 PM Pg: 1 of 8

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

## NOTICE OF LIEN

**JB-HURON** ("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: **ECONOMY, INC.; Unknown Owners and Non-Record Claimants, et al.** ("Owners"), 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.11-M1-402475 ( "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 June 28, 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 Issuance Date of September 10, 2013 ("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 ("Principal Balance") of this Certificate equals the sum of ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED THIRTY SEVEN and 88/100 Dollars (\$119,237.88), as set forth in the Authorization Order. The "Principal Balance" of this Certificate equals the sum of the Face Amount and all interest accrued thereon.

WHEREAS, sections 3 and 4 of Certificate No. 1 are incorporated herein and state:

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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 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 September 10, 2013 Certificate No. 1 was sold or transferred to Claimant for value by Receiver.

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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 17th day of December, 2013

## JB-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

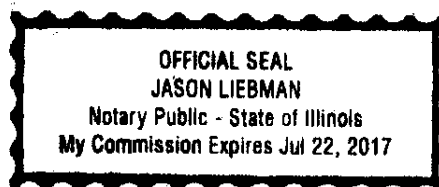
STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

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, which is the manager of JB-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: December 17, 2013

Subscribed and sworn before me this  
17th day of December, 2013.

Jason Liebman  
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

NORTH COMMUNITY BANK  
Martin & Karczewski, Ltd.  
161 N. Clark Street, Ste 550  
Chicago, IL 60601

DANIEL J. HYMAN  
Martin F. Hauselman  
39 S. LaSalle St., Suite 1105  
Chicago, IL 60603

ECONOMY INC.  
Merle L. Royce II Law Offices  
70 W. Madison, Suite 2100  
Chicago, IL 60602

P&E COMMERCIAL PROPERTIES, LLC  
Law Office of Demetrius Kare  
134 N. LaSalle, Suite 1840  
Chicago, IL 60602

U.S. BANK, N.A.  
Mia D' Andrea  
Chapman & Cutler, LLP  
111 W. Monroe St.  
Chicago, IL 60603

Unknown Owners & Non-Record Claimant

## UNOFFICIAL COPY

Exhibit B

## LEGAL DESCRIPTION

Address: 1819 N. MAJOR

PINs: 13-32-400-013, 13-32-400-014, 13-32-400-015, 13-32-400-016, 13-32-400-038, 13-32-400-041, 13-32-400-062, 13-32-400-063

PARCEL 1: THAT PART OF LOTS 1 AND 2 IN KEENEY INDUSTRIAL DISTRICT (BEING AN OWNERS' DIVISION) IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE DRAWN PARALLEL WITH AND 859.34 FEET EAST OF THE WEST LINE OF LOT 3 IN SAID KEENEY INDUSTRIAL DISTRICT (SAID WEST LINE OF LOT 3 BEING THE EAST LINE OF MONITOR AVENUE), SAID POINT BEING 41.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 44 MINUTES 54 SECONDS EAST (ASSUMED BEARING), PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 47.30 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 29 SECONDS EAST, 10.0 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 54 SECONDS EAST, 188.75 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES 02 SECONDS WEST, 66.0 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 55 SECONDS WEST, 0.45 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 18 SECONDS WEST, 129.52 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 0 DEGREES 12 MINUTES 18 SECONDS WEST, 41.76 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 03 SECONDS EAST, 50.42 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 57 SECONDS EAST, 153.53 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, 147.10 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 57 SECONDS EAST, 156.05 FEET TO A POINT ON A LINE 165.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS WEST, 97.77 FEET TO A POINT ON THE EAST LINE OF AN EASEMENT FOR A PRIVATE STREET PER DOCUMENT NO. 13682555; THENCE NORTH 0 DEGREES 09 MINUTES 29 SECONDS WEST, ALONG SAID EAST LINE, 326.18 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, 0.45 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 57 SECONDS WEST, 23.73 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 03 SECONDS EAST, 136.15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOTS 1 AND 2 IN KEENEY INDUSTRIAL DISTRICT (BEING AN OWNERS' DIVISION) IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE DRAWN PARALLEL WITH AND 859.34 FEET EAST OF THE WEST LINE OF LOT 3 IN SAID KEENEY INDUSTRIAL DISTRICT (SAID WEST LINE OF LOT 3 BEING THE EAST LINE OF MONITOR AVENUE) SAID POINT BEING 41.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 44 MINUTES 54 SECONDS EAST (ASSUMED BEARING), PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 47.90 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 29 SECONDS EAST, 10.0 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 54 SECONDS EAST, 188.75 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES 02 SECONDS WEST, 66.0 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 55 SECONDS WEST, 0.45 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 18 SECONDS WEST, 129.52 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 18 SECONDS WEST, 41.96 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 03 SECONDS EAST, 98.42 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 57 SECONDS EAST, 153.53 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, 147.10 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 42 MINUTES 00 SECONDS EAST, 492.25 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 0 DEGREES 14 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, 155.94 FEET TO A POINT THAT IS 165.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 492.64 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 57 SECONDS WEST, 156.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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**UNOFFICIAL COPY****LEGAL DESCRIPTION**

Address: 1835 N. MAJOR

PINs: 13-32-400-56, 13-32-400-57

**PARCEL 1:**

THAT PART OF LOTS 1 AND 2 IN KEENEY INDUSTRIAL DISTRICT (BEING AN OWNERS DIVISION) IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE DRAWN PARALLEL WITH AND 859.34 FEET EAST OF THE WEST LINE OF LOT 3 IN SAID KEENEY INDUSTRIAL DISTRICT (SAID WEST LINE OF LOT 3 BEING THE EAST LINE OF MONTEP AVENUE) SAID POINT BEING 41.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 44 MINUTES 54 SECONDS EAST (ASSUMED BEARING) PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 47.90 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 29 SECONDS EAST, 10 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 54 SECONDS EAST, 188.75 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES 02 SECONDS WEST, 66.0 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 55 SECONDS WEST, 0.45 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 18 SECONDS WEST, 129.52 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 03 SECONDS WEST, 136.15 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 57 SECONDS WEST, 36.74 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 14 SECONDS WEST, 49.94 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 46 SECONDS EAST, 74.68 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 54 SECONDS WEST, 50.0 FEET; THENCE NORTH 0 DEGREES 13 MINUTES 46 SECONDS EAST, 75.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## UNOFFICIAL COPY

## LEGAL DESCRIPTION

Address: 1840 N. MAJOR

PINs: 13-32-400-027, 13-32-400-038, 13-32-400-041, 13-32-400-065, 13-32-500-006

PARCEL 1:

A TRACT OF LAND BEING PART OF LOTS 2 AND 3 IN KEENEY INDUSTRIAL DISTRICT (BEING AN OWNERS' DIVISION) OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LAND CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY BY DEED RECORDED NOVEMBER 9, 1932, AS DOCUMENT NO. 11162537, WITH A LINE DRAWN PARALLEL WITH AND 308.28 FEET NORTH OF THE SOUTH LINE OF LOTS 2 AND 4 IN SAID KEENEY INDUSTRIAL DISTRICT; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 28.43 FEET; THENCE NORTHWESTERLY ON A CURVED LINE CONVEXED SOUTHWESTERLY & CONCENTRIC WITH SAID RIGHT-OF-WAY LINE AND HAVING A RADIUS OF 427.10 FEET, A DISTANCE OF 60.07 FEET (ARC) TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 348.28 FEET NORTH OF SAID SOUTH LINE OF LOTS 2 AND 4, SAID INTERSECTION BEING THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVED LINE, A DISTANCE OF 54.21 FEET (ARC); THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT TO SAID CURVED LINE, A DISTANCE OF 143.57 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 503.78 FEET NORTH OF SAID SOUTH LINE OF LOTS 2 AND 4; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 1.85 FEET TO AN INTERSECTION WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID LAND CONVEYED TO SAID RAILROAD BY DOCUMENT NO. 11162537; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, BEING A CURVED LINE CONVEXED NORTHEASTERLY AND HAVING A RADIUS OF 450.68 FEET, A DISTANCE OF 48.53 FEET (ARC); THENCE CONTINUING NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, BEING A STRAIGHT LINE TANGENT TO SAID CURVED LINE, A DISTANCE OF 75.36 FEET; THENCE NORTH 51 DEGREES 40 MINUTES 28 SECONDS EAST, 34.93 FEET; THENCE SOUTH 69 DEGREES 45 MINUTES 8 SECONDS EAST, 82.52 FEET; THENCE SOUTH 75 DEGREES 8 MINUTES 25 SECONDS EAST, 64.38 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 18 SECONDS EAST, 250.52 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 55 SECONDS WEST, 65.76 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST, 156.43 FEET; THENCE SOUTH 45 DEGREES 7 MINUTES 43 SECONDS EAST, 22.49 FEET; THENCE SOUTH 0 DEGREES 9 MINUTES, 29 SECONDS WEST, 6.99 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, 11.41 FEET; THENCE SOUTH 0 DEGREES 1 MINUTE 6 SECONDS WEST, 143.38 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS WEST, 403.25 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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# UNOFFICIAL COPY

## LEGAL DESCRIPTION

Address: 1820-30 N. CENTRAL

PINs: 13-32-400-013, 13-32-400-014, 13-32-400-015, 13-32-400-060, 13-32-400-061

THAT PART OF LOT 1 IN KEENEY INDUSTRIAL DISTRICT (BEING AN OWNERS DIVISION) IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON A LINE DRAWN PARALLEL WITH AND 859.34 FEET EAST OF THE WEST LINE OF LOT 3 IN SAID KEENEY INDUSTRIAL DISTRICT (SAID WEST LINE OF LOT 3 BEING THE EAST LINE OF MONITOR AVENUE), SAID POINT BEING 41.0 FEET SOUTH OF THE NORTH LINE OF LOT 2, THENCE SOUTH 89 DEGREES 44 MINUTES 54 SECONDS EAST (ASSUMED BEARING) PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 47.90 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 29 SECONDS EAST, 10.0 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 54 SECONDS EAST, 188.75 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES 02 SECONDS WEST, 66.0 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 55 SECONDS EAST, 441.38 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 0 DEGREES 14 MINUTES 39 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, 154.66 FEET TO THE POINT ON THE CENTER OF A WALL EXTENDED FROM THE WEST FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 14 MINUTES 39 SECONDS EAST, 170.58 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, 345.15 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 57 SECONDS WEST, 169.34 FEET TO THE CENTER OF SAID WALL; THENCE SOUTH 89 DEGREES 54 MINUTES 21 SECONDS EAST, ALONG SAID CENTER OF WALL AND ITS EXTENSION, 344.71 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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