

RECORDATION REQUESTED BY:
TALMER BANK AND TRUST
8700 75TH STREET
KENOSHA, WI 53142

WHEN RECORDED MAIL TO:
TALMER BANK AND TRUST
8700 75TH STREET
KENOSHA, WI 53142

PIN: 14-29-419-038-
0000, 14-29-419-039-
0000, 14-29-419-040-
0000

FOR RECORDER'S USE ONLY

This Instrument prepared by: Tiffany Malera, Commercial Loan Documentation

SATISFACTION OF Junior Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing

The undersigned Lender certifies that the following is fully paid and satisfied: Mortgage executed by NCB Development XI LLC to Lender and recorded in the office of the Recorder of Deeds of Cook County, IL, as Document No.1303942010 covering the real estate described below:

See attached for Legal Description

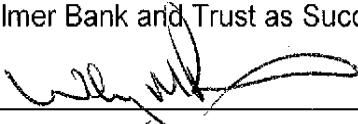
The real property commonly known as: 2518-2536 North Lincoln Avenue, Chicago, IL 60657
Pin Number: 14-29-419-038-0000, 14-29-419-039-0000, 14-29-419-040-0000

Dated: March 27, 2014

UNOFFICIAL COPY

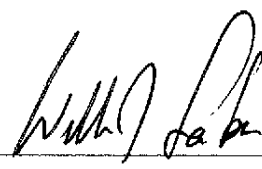
Talmer Bank and Trust as Successor Interest to First Banking Center

By:



*Wesley M. Ricchio, Managing Director

Attest:



William J. Laba, Managing Director

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wisconsin

)
) SS

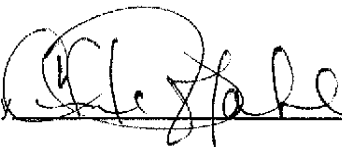
COUNTY OF Kenosha

)

On this day before me, the undersigned Notary Public, personally appeared Wesley M. Ricchio and William J. Laba, as Managing Directors of Talmer Bank and Trust, to me known to be the individual(s) described herein.

Given under my hand and official seal this 27 day of March, 2014.

By



Notary Public in and for the State of Wisconsin

My commission expires

10/23/14



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND:

LOTS 1 TO 9 BOTH INCLUSIVE, AND ALSO LOTS 11 AND 12 AND LOT 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING), IN SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF SAID LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEE'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF WEST ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF NORTH SHEFFIELD AVENUE AND RUNNING THENCE NORTH AND PARALLEL WITH THE CENTER LINE OF SAID NORTH SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID WEST ALTGELD STREET, 396.28 FEET EAST OF SAID CENTER LINE OF SAID NORTH SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID WEST ALTGELD STREET, 100.0 FEET TO THE POINT OF BEGINNING; TOGETHER WITH

THAT PORTION OF LOTS 4 AND 5 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD COMPANY BY THE DEED AS DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT PUBLIC ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF WEST ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF NORTH SHEFFIELD AVENUE; THENCE NORTH AND PARALLEL WITH THE CENTER LINE OF NORTH SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF WEST ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF NORTH SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID WEST ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING; LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE

UNOFFICIAL COPY

OF LOTS 2 TO 9, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12; LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND THE SOUTHWESTERLY LINES OF LOT 15; LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9, ALL IN SUBDIVISION OF LOT 6 IN SUBDIVISION IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION IN BLOCK 16 IN CANAL TRUSTEES SUBDIVISION AFORESAID (EXCEPTING THAT PART OF SAID TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

(EXCEPTION PARCEL 1):

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT (THE SOUTHWEST CORNER OF SAID TRACT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 12); THENCE NORTH 00 DEGREES 18 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 129.18 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 55 SECONDS EAST, 40.72 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 14 SECONDS EAST, 6.85 FEET; THENCE SOUTH 45 DEGREES 09 MINUTES 13 SECONDS EAST, 173.68 FEET TO THE SOUTH LINE OF SAID TRACT (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF W. ALTGELD STREET); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 163.20 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 2):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +17.00 FEET CHICAGO CITY DATUM (ALL ELEVATIONS HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM) AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.11 FEET BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 163.20 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 45 DEGREES 09 MINUTES 13 SECONDS WEST, 138.98 FEET; THENCE NORTH 44 DEGREES 38 MINUTES 12 SECONDS EAST, 28.23 FEET; THENCE SOUTH 45 DEGREES 21 MINUTES 48 SECONDS EAST, 5.45 FEET; THENCE NORTH 44 DEGREES 38 MINUTES 12 SECONDS EAST, 1.65 FEET; THENCE SOUTH 45 DEGREES 24 MINUTES 09 SECONDS EAST, 20.54 FEET; THENCE NORTH 43 DEGREES 47 MINUTES 01 SECONDS EAST, 0.40 FEET; THENCE SOUTH 45 DEGREES 04 MINUTES 08 SECONDS EAST, 24.18 FEET; THENCE NORTH 44 DEGREES 55 MINUTES 52 SECONDS EAST, 2.0 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 40 SECONDS EAST, 25.91 FEET; THENCE NORTH 46 DEGREES 08 MINUTES 11 SECONDS EAST, 0.04 FEET; THENCE SOUTH 44 DEGREES 22 MINUTES 32 SECONDS EAST, 19.84 FEET; THENCE SOUTH 45 DEGREES 37 MINUTES 20 SECONDS WEST, 2.31 FEET; THENCE SOUTH 44 DEGREES 55 MINUTES 06 SECONDS EAST, 30.16 FEET; THENCE NORTH 43 DEGREES

UNOFFICIAL COPY

35 MINUTES 58 SECONDS EAST, 1.20 FEET; THENCE SOUTH 46 DEGREES 12 MINUTES 13 SECONDS EAST, 23.12 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 48 SECONDS WEST, 15.57 FEET; THENCE SOUTH 46 DEGREES 19 MINUTES 12 SECONDS EAST, 0.34 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 48 SECONDS WEST, 4.97 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 15.49 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 3):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.76 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 20.85 FEET (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE SOUTH 44 DEGREES 54 MINUTES 59 SECONDS WEST, 16.85 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES 14 MINUTES 45 SECONDS WEST, 14.97 FEET; THENCE NORTH 44 DEGREES 45 MINUTES 15 SECONDS WEST, 9.31 FEET; THENCE NORTH 45 DEGREES 14 MINUTES 45 SECONDS EAST, 14.97 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 15 SECONDS EAST 9.31 FEET TO THE PLACE OF BEGINNING.

(EXCEPTION PARCEL 4):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.78 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT A DISTANCE OF 69.89 FEET; THENCE SOUTH 44 DEGREES 58 MINUTES 04 SECONDS WEST, 17.64 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 44 DEGREES 58 MINUTES 04 SECONDS WEST, 15.12 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 56 SECONDS WEST, 9.82 FEET; THENCE NORTH 44 DEGREES 58 MINUTES 04 SECONDS EAST, 15.12 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 56 SECONDS EAST, 9.82 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 5):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.76 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST

UNOFFICIAL COPY

EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 120.31 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 18 SECONDS WEST, 17.70 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 44 DEGREES 46 MINUTES 18 SECONDS WEST 15.06 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 42 SECONDS WEST, 9.31 FEET; THENCE NORTH 44 DEGREES 46 MINUTES 18 SECONDS EAST, 15.06 FEET; THENCE SOUTH 45 DEGREES 13 MINUTES 42 SECONDS EAST, 9.31 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 6):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.76 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 170.32 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 45 SECONDS WEST, 17.64 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 00 MINUTES 45 SECONDS WEST, 15.03 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 15 SECONDS WEST, 9.29 FEET; THENCE NORTH 45 DEGREES 02 MINUTES 40 SECONDS EAST, 15.03 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 15 SECONDS EAST, 9.29 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 7):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.76 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 219.48 FEET; THENCE SOUTH 44 DEGREES 53 MINUTES 39 SECONDS WEST, 17.08 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 44 DEGREES 53 MINUTES 39 SECONDS WEST, 5.16 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 21 SECONDS WEST, 0.55 FEET; THENCE SOUTH 44 DEGREES 53 MINUTES 39 SECONDS WEST, 10.31 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 21 SECONDS WEST, 10.06 FEET; THENCE NORTH 44 DEGREES 53 MINUTES 39 SECONDS EAST, 15.47 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 21 SECONDS EAST, 10.61 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 8):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST, ALONG THE

UNOFFICIAL COPY

SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 66.01 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 09 SECONDS WEST, 251.0 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 23 SECONDS EAST, 66.45 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH 45 DEGREES 05 MINUTES 01 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 9):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLACE HAVING AN ELEVATION OF +36.65 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 66.01 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST, 50.41 FEET TO THE SOUTH LINE OF SAID TRACT (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF W. ALTGELD STREET); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 15.49 FEET; THENCE NORTH 45 DEGREES 09 MINUTES 13 SECONDS WEST, 173.68 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 14 SECONDS WEST, 6.85 FEET; THENCE NORTH 45 DEGREES 09 MINUTES 13 SECONDS WEST, 43.77 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 23 SECONDS EAST, 9.80 FEET; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST, 6.73 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 23 SECONDS EAST, 46.56 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH 45 DEGREES 11 MINUTES 09 SECONDS EAST, 245.0 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 10):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT; A DISTANCE OF 249.93 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 66.45 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 09 SECONDS WEST, 64.17 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 42 MINUTES 18 SECONDS EAST ALONG THE MOST WESTERLY WEST OF SAID TRACT, A DISTANCE OF 53.81 FEET TO THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT (THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT ALSO BEING THE NORTHWESTERLY LINE OF LOT 4 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID); THENCE NORTH 45 DEGREES 01 MINUTES 23 SECONDS EAST, ALONG THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT, A DISTANCE OF 28.0 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT (THE MOST NORTHERLY CORNER OF SAID TRACT ALSO BEING THE MOST NORTHERLY CORNER OF LOT 4 IN LILL AND

UNOFFICIAL COPY

DIVERSEY'S SUBDIVISION AFORESAID); THENCE SOUTH 45 DEGREES 05 MINUTES 01 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 101.46 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 11):

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.65 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 66.45 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 43.36 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 59 SECONDS WEST, 0.58 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST, 10.19 FEET TO A SOUTHWESTERLY LINE OF SAID TRACT (SAID SOUTHWESTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF LOT 6 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID) THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 11.70 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 42 MINUTES 18 SECONDS EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 74.55 FEET; THENCE SOUTH 45 DEGREES 11 MINUTES 09 SECONDS EAST, 64.17 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 12):

ALSO EXCEPTING THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.77 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 249.93 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 74.11 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES 13 MINUTES 59 SECONDS EAST, 10.15 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 7.83 FEET; THENCE SOUTH 45 DEGREES 13 MINUTES 59 SECONDS EAST, 2.02 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST 8.0 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 55 SECONDS WEST, 12.17 FEET; THENCE NORTH 44 DEGREES 46 MINUTES 01 SECONDS EAST, 15.83 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 13):

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.50 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01

UNOFFICIAL COPY

SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 89.94 FEET; TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES 13 MINUTES 55 SECONDS EAST, 17.89 FEET; THENCE SOUTH 44 DEGREES 02 MINUTES 58 SECONDS WEST, 1.76 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 31 SECONDS EAST, 6.92 FEET; THENCE SOUTH 45 DEGREES 20 MINUTES 02 SECONDS WEST, 21.35 FEET; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST, 25.22 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 23 SECONDS EAST, 3.19 FEET; THENCE SOUTH 45 DEGREES 13 MINUTES 59 SECONDS EAST, 0.58 FEET; THENCE NORTH 44 DEGREES 46 MINUTES 01 SECONDS EAST, 19.87 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 14):

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.95 FEET WHICH CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 89.94 FEET; THENCE SOUTH 45 DEGREES 13 MINUTES 55 SECONDS EAST, 17.89 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 13 MINUTES 55 SECONDS EAST, 6.96 FEET; THENCE SOUTH 45 DEGREES 20 MINUTES 04 SECONDS WEST, 1.78 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 31 SECONDS WEST, 6.92 FEET; THENCE NORTH 44 DEGREES 02 MINUTES 58 SECONDS EAST, 1.76 FEET TO THE PLACE OF BEGINNING;

(EXCEPTION PARCEL 15):

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST, 66.45 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 09 SECONDS WEST 62.80 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 42 MINUTES 19 SECONDS EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 53.81 FEET TO THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT; THENCE NORTH 45 DEGREES 01 MINUTES 23 SECONDS EAST ALONG THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT, A DISTANCE OF 28.0 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH 45 DEGREES 05 MINUTES 01 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 100.39 FEET TO THE PLACE OF BEGINNING;

UNOFFICIAL COPY

(EXCEPTION PARCEL 16):

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.65 FEET AND IS DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST, 66.45 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES 11 MINUTES 09 SECONDS EAST, 6.0 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST 46.56 FEET; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST, 5.02 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST, 7.0 FEET TO A SOUTHWESTERLY LINE OF SAID TRACT (SAID SOUTHWESTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF LOT 5 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID); THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 11.70 FEET TO MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 42 MINUTES 18 SECONDS EAST ALONG THE MOST WESTERLY LINE OF SAID TRACT, A DISTANCE OF 74.55 FEET; THENCE SOUTH 45 DEGREES 11 MINTUES 09 SECONDS EAST, 62.80 FEET TO THE PLACE OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED JUNE 23, 2003 AS DOCUMENT NUMBER 0317432022 MADE BY AND BETWEEN L.W. VAN GOGH INVESTMENT CORP. AND 2800 NORTH LINCOLN DEVELOPMENT CORP. FOR THE PURPOSE OF (i) INGRESS AND EGRESS ONLY FOR PERSONS, MATERIAL AND EQUIPMENT, (ii) SUPPORT OF COMMERCIAL BUILDING IN ALL STRUCTURAL SUPPORTS AND FACILITIES OF THE RESIDENTIAL PROPERTY AS DESCRIBED THEREIN, (iii) USE OF THE FACILITIES WHICH ARE LOCATED ON THE RESIDENTIAL PROPERTY AND CONNECTION TO SAID FACILITIES IN ORDER TO PROVIDE PARCEL 1 WITH ANY UTILITIES OR OTHER SERVICES NECESSARY TO THE OPERATION OF PARCEL 1, (iv) SUPPORT, ENCLOSURE, USE AND MAINTENANCE WITH RESPECT TO THOSE WALLS AND HORIZONTAL SLABS EXISTING IN AND ALONG THE COMMON BONDARIES OF THE RESIDENTIAL PROPERTY AND PARCEL 1 WHICH ALSO SERVICE AS WALLS, CEILINGS OR FLOORS FOR PARCEL 1, (v) UTILITY PURPOSES REQUIRED BY PARCEL 1 AND (vi) USE AND MAINTENANCE OF ANY EXISITING GENERATOR, MECHANICAL, MACHINE, ELECTRICAL, METER, EQUIPMENT OR PUMP ROOMS WHICH ARE LOCATED ON THE RESIDENTIAL PROPERTY AND SERVE PARCEL 1.

Property Index Numbers:

14-29-419-038-0000
14-29-419-039-0000
14-29-419-040-0000

Commonly known as: 2518-2536 North Lincoln Avenue, Chicago, Illinois 60657

UNOFFICIAL COPY

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2nd Installment 2012 general real estate taxes and each year thereafter not yet due and payable.
2. Easement in favor of Commonwealth Edison recorded as Document No. 87365823 and Document No. 87365824.
3. Easement in favor of Commonwealth Edison recorded as Document No. 87365823 and Document No. 89558373.
4. Easement in favor of The Peoples Gas Light and Coke Co. recorded as Document No. 22849097.
5. Reservation of easements by Ordinance of Vacation dated September 2, 1987 and recorded September 2, 1987 as Document No. 87484671.
6. Declaration of Reciprocal Easement and Operating Agreement recorded June 23, 2003 as Document No. 0317432022.
7. Party wall rights established by agreement recorded May 12, 1987 as Document Nos. 87255279, 87255280, 87255281 and 87255282.
8. Encroachment of the overhang located mainly on the Land onto the public right of way northeasterly and adjoining by approximately 1.64 feet to 2.0 feet and of the overhead sign by an undisclosed amount, as shown on Plat of Survey prepared by Certified Survey, Inc., dated December 20, 2012 and known as Survey No. 050803-A.
9. Encroachment of chain link fence located mainly on the land onto the property southeasterly and adjoining by approximately 0.25 feet, as shown on Plat of Survey prepared by Certified Survey, Inc., dated December 20, 2012 and known as Survey No. 050803-A.
10. The leases disclosed on the rent roll dated as of December 31, 2012.

UNOFFICIAL COPY

EXHIBIT C

INSURANCE REQUIREMENTS

GENERAL INFORMATION

1. All insurance policies referred to herein shall be in form and substance acceptable to Talmer Bank and Trust ("Talmer").
 2. Talmer must receive evidence/certificates of insurance at least ten (10) business days prior to closing. Original policies must be provided to Talmer as soon as they are available from insurers. Certified copies should be available within sixty (60) to ninety (90) days.
 3. Proof of coverage must be on an ACORD 28 - EVIDENCE OF PROPERTY INSURANCE form. Liability insurance must be written on ACORD 25 or its equivalent. NOTE: Please remove any "endeavor to" and "but failure to mail such notice shall impose representatives" language as it relates to notices. Initials by an authorized representative should appear next to any deletions on the certificates.
 4. All property policies shall contain a standard mortgage clause in favor of Talmer and shall provide for a thirty (30) day written notice to Talmer of any material change or cancellation. Certificates with disclaimers will NOT be accepted.
 5. The Mortgagor must be the named insured.
 6. Property & Builders Risk certificates must show Talmer as First Mortgagee and Lender's Loss Payee as follows:

 Talmer Bank and Trust
 333 West Wacker Drive, Suite 710
 Chicago, Illinois 60606
 Attention: Commercial Real Estate Division
- (Talmer may be shown as "Mortgagee and Lender's Loss Payee As Their Interests May Appear" until the insurance agent receives release of interest from the prior lender. At that time, the insurance policies will need to be endorsed to show Talmer as First Mortgagee and Lender's Loss Payee).
7. The insured property must be identified as 2518-2536 North Lincoln Avenue, Chicago, Illinois.
 8. All insurance companies must have a Policy Rating of "A" and a Financial Rating of "VIII" from AM Best's Rating Guide.
 9. The insurance documentation must be signed by an authorized representative of the Insurer.

UNOFFICIAL COPY

SPECIFIC REQUIREMENTS

1. If the property policy is a blanket policy or limit, Talmer must receive a schedule of the amount allocated to the property/rents or the amounts allocated to the property must be indicated on the certificate.
2. Coverage must be on an "all risk" (Special Perils), 100% replacement cost basis without deduction for foundations and footings, and WITHOUT co-insurance. The co-insurance must be waived or an Agreed Amount endorsement must be included and either "No Co-insurance" or "Agreed Amount" must be provided and indicated on the certificate.
3. Ordinance or Law coverage providing for demolition and increased cost of construction, must be provided and indicated on the certificate.
4. Other coverages such as earthquake, boiler and machinery (which includes the mechanics of the building, such as elevators), and flood will be required when these risks are present.
5. Rent Loss or Business Income coverage shall be in an amount equal to 100% of the projected annual rents or revenue with a minimum period of indemnity of 12 months, or such greater period as Talmer may require. This coverage needs to be written on a Gross Rental Income, Gross Profits or Extended Period of Indemnity form, not on an actual loss sustained basis which may terminate as soon as the premises are tenantable or operational.
6. Talmer must be named as an Additional Insured for all general liability coverage, with a minimum limit of \$2,000,000 for any one occurrence.

UNOFFICIAL COPY

EXHIBIT D

ADDITIONAL COLLATERAL

1. All personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the real estate legally described on Exhibit A hereto (the "Real Estate") or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Mortgagor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Mortgagor or on its behalf;

2. Any and all rents, revenues, issues, profits, proceeds, income, royalties, accounts including health-care insurance receivables, escrows, reserves, impounds, security deposits and other rights to monies now owned or hereafter acquired and arising from or out of the Real Estate and/or the businesses and operations conducted by Mortgagor thereon;

3. All fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the improvements thereon, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor;

4. All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Real Estate or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Real Estate or improvements thereon or proceeds of any sale, option or contract to sell the Real Estate or improvements thereon or any portion thereof;

5. Any and all other personal property of any kind, nature or description, whether tangible or intangible, (including without limitation, any and all goods, contract rights, franchises, licenses, permits, chattel paper (including electronic chattel paper), money, equipment, deposit accounts, documents, investment property, instruments, letter-of-credit rights, supporting obligations, and general intangibles including payment intangibles) of Mortgagor relating to or used in connection with the operation or maintenance of the Real Estate, whether now owned or hereafter acquired, or in which Mortgagor now has or shall hereafter acquire any right, title or interest whatsoever (whether by bill of sale, lease, conditional sales contract, or other title retention document or otherwise);

UNOFFICIAL COPY

6. Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing;

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office