



1416710064

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1416710064 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/16/2014 03:24 PM Pg: 1 of 10

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Winston & Strawn LLP
200 Park Avenue
New York, New York 10166
Attention: Corey A. Tessler, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here [] and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

LAKE COOK PLAZA, LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

555 Skokie Boulevard, Suite 204

CITY

Northbrook

STATE

IL

POSTAL CODE

60062

COUNTRY

USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here [] and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P.

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

110 East 59th Street

CITY

New York

STATE

NY

POSTAL CODE

10022

COUNTRY

USA

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule A attached hereto and made a part hereof.

Property addresses: Deerfield Park Plaza
401-499 Lake Cook Road
Deerfield, Illinois 60015

5. Check only if applicable and check only one box: Collateral is [] held in a Trust (see UCC1Ad, Item 17 and Instructions) [] being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

[] Public-Finance Transaction [] Manufactured-Home Transaction [] A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

[] Agricultural Lien [] Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): [] Lessee/Lessor [] Consignee/Consignor [] Seller/Buyer [] Bailee/Bailor [] Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

86114.175 (Cook County, Illinois)

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a	ORGANIZATION'S NAME	LAKE COOK PLAZA, LLC		
OR				
9b	INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME			
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a	ORGANIZATION'S NAME			
OR				
10b	INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ADDITIONAL SECURED PARTY'S NAME *or* ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a	ORGANIZATION'S NAME			
OR				
11b	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

**Property addresses: Deerfield Park Plaza
401-499 Lake Cook Road
Deerfield, Illinois 60015**

17. MISCELLANEOUS:

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SCHEDULE A

ATTACHMENT TO UCC-1 FINANCING STATEMENT

Debtor: **LAKE COOK PLAZA, LLC**, an Illinois limited liability company

Secured Party: **CANTOR COMMERCIAL REAL ESTATE LENDING, L.P.**, a Delaware limited partnership

All of the real, personal, tangible and intangible property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**") including, without limitation, the following:

- (a) Land. The real property, and/or leasehold interest in the real property, described in Exhibit A attached hereto and made a part hereof (the "**Land**");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land;
- (c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");
- (d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, permits, licenses, rights of way and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, heating, ventilation or air conditioning equipment, garbage equipment and apparatus, incinerators, boilers, furnaces, motors, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

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(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "**Fixtures**" shall not include any property which tenants are entitled to remove pursuant to leases, except to the extent that Debtor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument (as defined below) and all proceeds and products of the above;

(h) Leases and Rents. All leases (including, without limitation, ground leases, subleases or subsubleases), lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "**Leases**"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 *et seq.*, as the same may be amended from time to time (the "**Bankruptcy Code**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited

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thereunder to secure the performance by the lessees of their obligations thereunder and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, deposits (including, without limitation, security, utility and other deposits) accounts and receipts from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt and the performance of the Other Obligations;

- (i) Condemnation Awards. All Awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to all or any portion of the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property including, without limitation, any award or awards, or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of all or any portion of the Improvements, the Equipment, the Fixtures, the Leases or the Personal Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Property or any portion thereof;
- (j) Insurance Proceeds. All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any Policies, judgments, or settlements made in lieu thereof, in connection with a Casualty to the Property;
- (k) Tax Certiorari. All refunds, rebates or credits in connection with any reduction in Taxes or Other Charges charged against the Property;
- (l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;
- (m) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;
- (n) Agreements. To the extent assignable all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

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(o) Trademarks. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Clearing Account Agreement or the Cash Management Agreement; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof; and

(q) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (p) above

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Mortgage and Security Agreement, dated as of June 12, 2014, (together with all amendments, modifications, supplements, restatements, assignments, or extensions, the "Security Instrument") from Debtor to Secured Party, and recorded with the Cook County Land Records, Illinois.

UNOFFICIAL COPY**EXHIBIT "A"**

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 1 TO 9, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF VACATED FLORENCE AVENUE, ALL BEING IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1914 AS DOCUMENT 5464976, ALL TAKEN AS A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF LAKE-COOK ROAD AS PER DOCUMENT 10627383 WITH THE CENTER LINE OF VACATED FLORENCE AVENUE; THENCE SOUTH 25 DEGREES, 09 MINUTES, 30 SECONDS EAST ON SAID CENTERLINE OF VACATED FLORENCE AVENUE, A DISTANCE OF 277.22 FEET; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 169.56 FEET; THENCE SOUTH 37 DEGREES, 27 MINUTES, 58 SECONDS WEST, A DISTANCE OF 180.15 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 9 WHICH IS 66.28 FEET EAST OF THE SOUTHWEST CORNER OF LOT 9; THENCE NORTH 90 DEGREES WEST ON SAID SOUTH LINE OF LOT 9, A DISTANCE OF 66.28 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 25 DEGREES 09 MINUTES 30 SECONDS EAST ON THE WESTERLY LINE OF SAID LOTS 6,7,8, A DISTANCE OF 384 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 90 DEGREES EAST ON THE SOUTH LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 825.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 25 DEGREES, 09 MINUTES, 30 SECONDS WEST ON THE EASTERLY LINE OF LOTS 1, 2, 3, 4 AND 5, A DISTANCE OF 1119.21 FEET TO AFORESAID SOUTH RIGHT-OF-WAY LINE OF LAKE COOK ROAD, AS PER DOCUMENT 10627383; THENCE NORTH 90 DEGREES WEST ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 412.60 FEET TO THE PLACE OF BEGINNING

(EXCEPTING FROM SAID TRACT OF LAND THAT PART OF SAID LOTS 4 AND 5, TAKEN AS A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 90 DEGREES WEST ON THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 307.58 FEET; THENCE NORTH 0

DEGREES EAST, A DISTANCE OF 48.0 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 64 DEGREES, 50 MINUTES, 30 SECONDS EAST, A DISTANCE

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OF 208.0 FEET; THENCE NORTH 25 DEGREES, 09 MINUTES, 30 SECONDS WEST, A DISTANCE OF 287.0 FEET; THENCE SOUTH 64 DEGREES, 50 MINUTES, 30 SECONDS WEST, A DISTANCE OF 208.0 FEET; THENCE SOUTH 25 DEGREES, 09 MINUTES, 30 SECONDS EAST, A DISTANCE OF 287.0 FEET TO THE PLACE OF BEGINNING

AND ALSO EXCEPTING THAT PART OF LOT 1 IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD AND THAT PART OF THE EASTERLY HALF OF VACATED FLORENCE AVENUE IN SAID SUBDIVISION ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VACATED FLORENCE AVENUE WITH THE SOUTH LINE OF LAKE- COOK ROAD, ACCORDING TO DOCUMENT 10627383, SAID SOUTH LINE BEING 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF VACATED FLORENCE AVENUE TO ITS INTERSECTION WITH A LINE 60 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE; THENCE EAST ALONG SAID PARALLEL LINE TO A POINT 24 FEET WEST OF (AS MEASURED ALONG SAID PARALLEL LINE EXTENDED EAST) ITS INTERSECTION WITH THE WESTERLY LINE OF A EASEMENT AS GRANTED BY INSTRUMENT RECORDED AUGUST 12, 1975 AS DOCUMENT 23185096; THENCE SOUTHEASTERLY TO A POINT ON SAID WESTERLY LINE THAT IS 24 FEET SOUTH OF THE LAST DESCRIBED PARALLEL LINE (AS MEASURED ALONG SAID WESTERLY LINE); THENCE NORTH ALONG SAID WESTERLY LINE 34 FEET TO THE SOUTH LINE OF LAKE-COOK ROAD AFORESAID; THENCE WEST ALONG SAID SOUTH LINE 194.09 FEET TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THAT PART OF LOTS 5 AND 6 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 648.20 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 65.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 54.63 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 126.17 FEET; THENCE NORTH 90 DEGREES

00 MINUTES 00 SECONDS EAST, A DISTANCE OF 40 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00

SECONDS EAST, A DISTANCE OF 2.83 FEET; THENCE NORTH 90 DEGREES 00 DEGREES 00 SECONDS EAST, A DISTANCE OF 147.14 FEET; THENCE SOUTH 25 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 11.00 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 27.40 FEET; THENCE SOUTH 25 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 38.98 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 54.58 FEET; THENCE SOUTH 00 DEGREES

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00 MINUTES 00 SECONDS EAST, A DISTANCE OF 72.21 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 183.79 FEET, TO THE PLACE OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT THEREFROM THAT PART OF SAID LAND CONVEYED TO PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED NOVEMBER 4, 2009 AS DOCUMENT NUMBER 0930839033.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR PARTY WALL AND EASEMENT TO MAINTAIN PORTION OF WALL ON ADJOINING PROPERTY MADE BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 18, 1973 AND KNOWN AS TRUST NUMBER 32388 AND AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1975 AND KNOWN AS TRUST NUMBER 90763 DATED JULY 14, 1975 AND RECORDED AUGUST 12, 1975 AS DOCUMENT 23185095 FOR THE REPAIR, MAINTENANCE, RESTORATION OR RENOVATION OF THE NORTH WALL OF THE BUILDING SITUATED ON THE TRACT OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF LOT 4 IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 4, WHICH IS 55.24 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH 90 DEGREES WEST ON SAID SOUTH LINE A DISTANCE OF 229.80 FEET, THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST A DISTANCE OF 112.03 FEET, THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 208.0 FEET, THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 209.72 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

ALSO THAT PART OF LOT 5 IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5 WHICH IS 55.24 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 229.80 FEET, THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 174.97 FEET, THENCE NORTH 64 DEGREES 50

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MINUTES 30 SECONDS EAST A DISTANCE OF 208.0 FEET, THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 77.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY MUTUAL AND RECIPROCAL ACCESS EASEMENT AGREEMENT DATED OCTOBER 24, 2005 AND RECORDED IN COOK COUNTY ON NOVEMBER 14, 2005 AS DOCUMENT NUMBER 0531803071 FOR PASSENGER VEHICLE PASSAGE OVER AND ACROSS THE INTERNAL DRIVES AS THEY MAY BE LOCATED FROM TIME TO TIME ON THE MALL PROPERTY AS DEFINED THEREIN.

PARCEL 4:

RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN FIRST NATIONAL BANK OF LAKE FOREST, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 15, 1973 AND KNOWN AS TRUST NUMBER 4622 AND AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1974 AND KNOWN AS TRUST NUMBER 233495 RECORDED MAY 27, 1976 AS DOCUMENT 23500431 FOR INGRESS AND EGRESS, PARKING AND PEDESTRIAN WALKWAY TO AND FROM THE RESPECTIVE BUILDING NOW OR HEREAFTER CONSTRUCTED ON THE LAND, AND EASEMENT FOR USE OF COMMON WATER CONDUITS, STORM SEWER, STORM DRAINS AND WATER AND RIGHT TO MAKE AND MAINTAIN ALL SAID CONNECTIONS AND THE TERMS AND CONDITIONS THEREIN CONTAINED.

Property Address: 401-499 Lake Cook Road, Deerfield, Illinois 60015

PERMANENT INDEX NUMBER: 04-04-101-029-0000
 PERMANENT INDEX NUMBER: 04-04-101-030-0000
 PERMANENT INDEX NUMBER: 04-04-101-031-0000
 PERMANENT INDEX NUMBER: 04-04-101-032-0000
 PERMANENT INDEX NUMBER: 04-04-101-033-0000
 PERMANENT INDEX NUMBER: 04-04-101-035-0000
 PERMANENT INDEX NUMBER: 04-04-101-036-0000
 PERMANENT INDEX NUMBER: 04-04-101-037-0000