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

JB-Huron LLC 325 W. Huron Street, Suite 230 Chicago, Il 60654



Doc#: 1417545072 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 06/24/2014 02:36 PM Pg: 1 of 5

### NOTICE OF LIEN

JP HURON 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: Alfonso Pedraza, Unknown Owners and Non-Record Claimants, et al. ("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 who may have 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 Fxhibit 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.09 M1-402678 ("Building Code Case"), with respect to the Property.

WHEREAS, the City filed its *Petition for Appointmer*. 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 September 25, 2013, the Court entered ar Order Appointing A Limited Receiver and Authorizing 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 June 12, 2014 ("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:

1. Principal Amount. The "Face Amount" of this Certificate equals the sum of Twenty Two Thousand Five Hundred Ninety Two and 88/100 Dollars (\$22,592.88).

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 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 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 balance of this Certificate is outstanding during the Term. The Initial Interest is minimum earned interest on the 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 balance of this Certificate is paid in full, interest shall accrue and be payable on the balance of this Certificate at a monthly leating 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. <u>Computation of Interest</u>. Interest at the Default Interest Rates held be computed on the balance evidenced hereby outstanding from time to time, can be 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.

WHEREAS, on June 12, 2014 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 12th day of June, 2014

## 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

Its: Manager

STATE OF ILLINOIS

COUNTY OF COOK

The affiant, David Mitidicro being duly sworn on oath, deposes and says that he is the manager of CR Realty Capital LLC, at 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 corapany; that he has read the foregoing Notice of Lien and knows the contents thereof, and that all the statements therein contained are true.

SS.

Dated: June 12, 2014

Subscribed and sworn before me this 12<sup>th</sup> day of June, 2014.

Notary Public

OFFICIAL SEAL
JASON LIEBMAN
Notary Public - State of Illinois
Occurrission Expires Jul 22, 2017

)<sub>[][]</sub>C

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

CITY OF CHICAGO **Assistant Corporation Counsel** 30 N. LaSalle Street, Ste 700 Chicago, IL 60602

ALFONSO C. PEDRAZA 1758 w. 19TP ST. CHICAGO, IL 65608

ALFONSO C. PEDRAZA

ONSO C. PEDA 5 S. RIDGEWAY AVE ICAGO, IL 60623 CINTA G. PEDRAZA 26 S. RIDGEWAY AVE. HICAGO, IL 6062 J.S. BANK, N.A., 7TH FLOOR 190 S. LASALLE ST., 7TH FLOOR CHICAGO, IL 60603 METRO BANK, AS SUCCESSOR TO METROPOLITAN BANK & TRUST 1110 W. 35TH ST. CHICAGO, IL 60609 \* Non-Record Claimants

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#### EXHIBIT B

### Legal Description of the Property

LOT 76 IN BLOCK 47 IN H.H. WALKER'S SUBDIVISION OF BLOCKS 33, 34, 47 AND PART OF BLOCK 48 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As:

1758 West 19th Street, Chicago, Illinois 60608 ntification.

Of Cook Columns Clarks Office

Property Locatification No.: