(41)545973

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#: 1417545073 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 06/24/2014 02:37 PM Pg: 1 of 5

#### NOTICE OF LIEN

JB-TURON 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 ir Cook County, Illinois (the "Property"):

#### See attacked Exhibit B

WHEREAS, City of Chicago (the "City") a "aunicipal 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 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 September 25, 2013, the Court entered an 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. [2] with an Issuance Sate of June 12, 2014 ("Certificate No. 2") pursuant to Order by the Court of an even date.

WHEREAS, section 2 of Certificate No. 2 is incorporated herein and states:

1. Principal Amount. The "Face Amount" of this Certificate equals the sum of Seven Thousand Five Hundred Eleven and 25/100 Dollars (\$7,511.25).

WHEREAS, sections 3 and 4 of Certificate No. 2 are incorporated herein and state:

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 floating rate equal to the sum of the one hundred fifty (150) basis points plus one trockith (1/12) the Prime Rate (hereinafter defined) (the sum of the foregoing being nerein 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 of a signs ("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 a tually 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 loars at rates of interest having no relationship to such rate. Any change in the Princo Lote shall take effect at the opening of business on the day specified in the public ar nouncement 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 prir ic) ate if a high and a low prime rate are therein reported), and the Prime Rate shall crange 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 balance evidenced hereby outstanding from time to targe, 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.

WHEREAS, on June 12, 2014 Certificate No. 2 was sold or transferred to Claimant for value by Receiver.

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# **UNOFFICIAL COPY**

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. 2).

Dated this 12th day of June, 2014

### JB-HURON LLC, an Illinois limited liability company

Noru Capital LLC, an Illinois By:

limited liability company

Manager Its:

CR Realty Capital LLC, an Illinois By:

limited liability company

Manager Its:

By: Name: David Mitidier

Manager Its:

DOOPY. STATE OF ILLINOIS

COUNTY OF COOK The affiant, David Miticle to, being duly sworn on oath, deposes and says that he is the manager of CR Realty Capital LI C, an Illinois limited liability company, which is the manager of NORU CAPITAL LLC, an Illinoi, lir ited 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 at the statements therein contained are true. JA Clara

SS.

Dated: June 12, 2014

Subscribed and sworn before me this 12th day of June, 2014.

Notary Public

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

#### 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** 20 N. LaSalle Street, Ste 700 Chicago, IL 60602

ALFONSO C. PEDRAZA 1758 w. 15 TH ST. CHICAGO, 上 69608

ALFONSO C. PEDPAZA 2526 S. RIDGEWAY AVE. CHICAGO, IL 60623

JACINTA G. PEDRAZA 2526 S. RIDGEWAY AVE. CHICAGO, IL 6062

U.S. BANK, N.A., 7TH FLOOR 190 S. LASALLE ST., 7TH FLOOR CHICAGO, IL 60603

TOTTS OFFICE METRO BANK, AS SUCCESSOR TO METROPOLITAN BANK & TRUST 1110 W. 35TH ST. CHICAGO, IL 60609

Unknown Owners & Non-Record Claimants

### 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

Identific.

Of Cook Colling Clark's Office Property Identification No.:

17-19-412-024-0000