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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



Doc#: 1423913046 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/27/2014 01:29 PM Pg: 1 of 9

A NAME & PHONE OF CONTACT AT FILER (optional)
Keith A. Mrochek

B E-MAIL CONTACT FILER (optional)
KMrochek@nexsenpruet.com

C SEND ACKNOWLEDGMENT TO: (Name and Address)
Nexsen Pruet, LLC
The Carillon Building
227 West Trade Street, Suite 1550
Charlotte, NC 28202

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 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 DC-505 NORTH RAILROAD AVENUE, LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 4211 W. BOY SCOUT BOULEVARD, SUITE 500			CITY TAMPA	STATE FL	POSTAL CODE 33607	COUNTRY US

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 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 BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 100 NORTH TRYON STREET, NC1-007-11-15			CITY CHARLOTTE	STATE NC	POSTAL CODE 28255	COUNTRY US

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

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

Box 400-CTCC

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: **FILE WITH: COOK COUNTY, ILLINOIS LAND RECORDS**

8938968 DZ LK 2 All

UNOFFICIAL COPY**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR (1a or 1b) on Financing Statement; if line 1b was left blank

because Individual Debtor name did not fit, check here

9a. ORGANIZATION NAME

DC-505 NORTH RAILROAD AVENUE, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIALS(S)

SUFFIX

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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 UCC-1) (use exact, full name; do not omit, modify or abbreviate any part of 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 NAME(S)/INITIALS(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S or ASSIGNOR SECURED PARTY'S NAME - provide only one name (11a or 11b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIALS(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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)

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

14. This FINANCING STATEMENT

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

16. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO.

17. MISCELLANEOUS:

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SCHEDULE A – COLLATERAL DESCRIPTION

Financing Statement (continued)

Name of Debtor: DC-505 NORTH RAILROAD AVENUE, LLC

Secured Party: BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT

Item No. 4:

All of Debtor's right, title and interest now or hereafter acquired in and to:

(a) The real property described in Exhibit A which is attached hereto and incorporated herein by reference (the "Land"), together with: (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively, the "Improvements"); and (ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (A) all streets, roads, alleys, easements, rights of way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent used in connection with or pertaining to the Land or the Improvements; (B) any strips or gores between the Land and abutting or adjacent properties; (C) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; and (D) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises");

(b) All fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

(c) All (i) plans and specifications for the Improvements, (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the indebtedness secured by the Security Instrument), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), Swap Contracts, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including, but not limited to, payment intangibles and any trademarks, trade names, goodwill, software and symbols) related to the Premises or the Accessories or the operation thereof, (iii) deposits and deposit accounts arising from or relating to any transactions related to the Premises or the Accessories (including, but not limited to, Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves under the Security Instrument referred to below or any documents or agreements executed in connection therewith (collectively, the "Loan Documents") for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Premises or the Accessories and any account or deposit account from which Debtor may from time to time authorize Holder under any Swap Contract, and all accounts, deposit accounts and general intangibles including payment intangibles, described in any Swap Contract, (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories, (v) Leases, Rents, issues, profits, royalties, bonuses, revenues and other benefits of the Premises and the Accessories, (vi) as-extracted collateral produced from or allocated to the Land, including oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom and the proceeds thereof, and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest;

(d) All (i) accounts and proceeds (cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to above in this Schedule A, including, but not limited to, the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or

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entity), relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi public use under any law, proceeds arising out of any damage thereto, (ii) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to herein, (iii) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to herein, and (iv) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to herein and all property used or useful in connection therewith, including, but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests;

(e) If the estate of Debtor in any of the property referred to above is a leasehold estate, the Property shall include all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Debtor in or to the property demised under the lease creating the leasehold estate; and

(f) All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above (collectively, the property described in clauses (a) – (f) being referred to herein as the “Property”).

As used in this Schedule A, the following capitalized terms have the meanings set forth below:

“Affiliate”: With respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Debtor Relief Law”: The Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Holder”: The subsequent holders at the time in question of each Note or any of the Secured Indebtedness.

“Lease”: Each existing or future lease, sublease (to the extent of Debtor’s rights thereunder) or other agreement under the terms of which any person has or acquires any right to occupy or use the Property or any part thereof or interest therein, and each existing or future guaranty of payment or performance thereunder, and all extensions, renewals, and modifications of each such lease, sublease, agreement or guaranty.

“Lenders”: The lending institutions from time to time party to the Loan Agreement as “Lenders.”

“Loan Agreement”: That certain Loan Agreement dated on or about August 21, 2014 among Debtor, Secured Party and each lender from time to time party thereto.

“Rents”: All of the rents, issues and profits, and all revenue, income, profits and proceeds derived and to be derived from the Property or arising from the use or enjoyment of any portion thereof or from any Lease, including but not limited to the proceeds from any negotiated Lease termination or buyout of such Lease, liquidated damages following default under any such Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejections, under any applicable Debtor Relief Law, together with any sums of money that may now or at any time hereafter be or become due and payable to Debtor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas, mineral and mining Leases covering the Property or any part thereof, and all proceeds and other amounts paid or owing to Debtor under or pursuant to any and all contracts and bonds relating to the construction or renovation of the Property.

“Swap Contract”: Any agreement, whether or not in writing, relating to any Swap Transaction, including, unless the context otherwise clearly requires, any form of master agreement published by the International Swaps and Derivatives Association, Inc., or any other master agreement, entered into prior to the date of the Security Agreement or any time after the date of the Security Agreement, between Swap Counterparty and Debtor (or its affiliate), together with any related schedule and confirmation, as amended, supplemented, superseded or replaced from time to time.

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“Swap Counterparty”: A Lender or an Affiliate of a Lender, in its capacity as counterparty under any Swap Contract.

“Swap Transaction”: Any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond option, note or bill option, interest rate option, forward foreign exchange transaction, cap transaction, collar transaction, floor transaction, currency swap transaction, cross-currency rate swap transaction, swap option, currency option, credit swap or default transaction, T-lock, or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing, entered into prior to the date hereof or anytime after the date hereof between Swap Counterparty and a Lender (or an Affiliate thereof) so long as a writing, such as a Swap Contract, evidences the parties’ intent that such obligations shall be secured by the Security Instrument.

Any other capitalized terms used above without definition have the meanings given them in the Loan Agreement or, if not defined therein, the MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the “Security Instrument”) dated on or about August 21, 2014, given by Debtor to the Secured Party, as beneficiary and as agent for the Lenders, and recorded in the Land Records of Cook County, Illinois. Any term used or defined in the Illinois Uniform Commercial Code, as in effect from time to time, which is not defined in this financing statement has the meaning given to that term in the Illinois Uniform Commercial Code, as in effect from time to time, when used in this financing statement. However, if a term is defined in Article 9 of the Illinois Uniform Commercial Code differently than in another Article of the Illinois Uniform Commercial Code, the term has the meaning specified in Article 9.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Security Instrument with respect to any property described in it which is real property. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Security Instrument or the priority of Secured Party’s lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that in order to be effective against a particular class of persons, including the United States Government or any of its agencies, notice of Secured Party’s priority of interest in any property or interests described in the Security Instrument must be filed in the office where this financing statement is filed.

Cook County Clerk's Office

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EXHIBIT A

LAND

PARCEL 1:

LOT 1 IN NORTHLAKE BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE ACCESS AND SIGNAGE EASEMENT AGREEMENT RECORDED JULY 11, 2001 AS DOCUMENT 0010614059 AND AMENDED BY DOCUMENT 0810022023 AND AS RELOCATED PURSUANT TO EASEMENT GRANT RECORDED AS DOCUMENT NUMBER 1131144053, FOR INGRESS AND EGRESS OVER AND UPON AN EASEMENT AREA ALONG THE SOUTH LINE OF LOT 2 IN AFORESAID NORTHLAKE BUSINESS PARK SUBDIVISION AND OVER AND UPON AN EASEMENT AREA ALONG THE EAST LINE OF LOT 4 IN NORTHLAKE BUSINESS CAMPUS RESUBDIVISION, AS SHOWN ON EXHIBITS F, H, I, J AND K ATTACHED THERETO.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE UTILITY EASEMENT AGREEMENT AND OPTION FOR STORMWATER MANAGEMENT EASEMENT RECORDED JULY 11, 2001 AS DOCUMENT 0010614060 AND AS AMENDED BY FIRST AMENDMENT RECORDED NOVEMBER 27, 2001 AS DOCUMENT 0011110644, FOR THE PURPOSES OF OPERATING, REPAIRING, MAINTAINING AND REPLACING; A SINGLE EXISTING WATER LINE, STORMWATER DRAINAGE LINES, ELECTRIC LINES, AND PUBLIC UTILITIES AND RELATED APPURTENANCES, OVER AND UPON THAT PART OF LOT 2 IN NORTHLAKE BUSINESS PARK SUBDIVISION AFORESAID AND LOTS 3 AND 4 IN NORTHLAKE BUSINESS CAMPUS SUBDIVISION AS SHOWN ON EXHIBITS D, E, F, G, H, I, J AND K ATTACHED THERETO.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE FINAL PLAT OF RESUBDIVISION FOR NORTHLAKE BUSINESS PARK RECORDED AS DOCUMENT 0010613545 FOR INGRESS AND EGRESS OVER THE SOUTH 50 FEET OF LOT 2 IN AFORESAID SUBDIVISION.

PARCEL 5 (RAILROAD AVENUE):

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THAT PORTION OF THE LAND LOCATED OUTSIDE OF AND ABUTTING LOT 1 PARCEL 1 BOUNDARY DESCRIBED ABOVE, FOR THE BENEFIT OF PARCEL 1 ACROSS A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHEAST 1/4, 1064.15 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 849.69 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 43.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 806.69 FEET TO A POINT 43.00 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 913.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 43.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 956.00 FEET TO THE POINT OF BEGINNING AS SET FORTH IN DOCUMENTS RECORDED AS 26094902, 26099442 AND 09066007, AS AMENDED BY ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED JULY 9, 2001 AND RECORDED JULY 11, 2001 AS DOCUMENT NUMBER 0010614059 AND FIRST AMENDMENT TO ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED APRIL 7, 2008, RECORDED APRIL 9, 2008, AS DOCUMENT NUMBER 0810022023.

PARCEL 6: (PALMER EXTENSION):

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ACROSS A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 320.33 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 66.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 372.33 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION A DISTANCE OF 411.98 FEET; THENCE EAST AT A RIGHT ANGLE TO THE EAST LINE OF SAID SECTION A DISTANCE OF 52.00 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 346.37 FEET TO THE POINT OF BEGINNING AS SET FORTH IN DOCUMENTS RECORDED AS NO. 26099443, 26094902, 97499117 AND 09066007, AS AMENDED BY ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED JULY 9, 2001 AND RECORDED JULY 11, 2001 AS DOCUMENT NUMBER 0010614059 AND FIRST AMENDMENT TO ACCESS AND SIGNAGE EASEMENT AGREEMENT DATED APRIL 7, 2008, RECORDED APRIL 9, 2008, AS DOCUMENT NUMBER 0810022023.

PARCEL 7:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR DRIVEWAY PURPOSES OVER THE EAST 75 FEET OF THE FOLLOWING DESCRIBED LAND AND EASEMENT OVER, UPON AND UNDER A STRIP OF LAND OF SUFFICIENT WIDTH TO RECONSTRUCT, RENEW, MAINTAIN AND OPERATE AN EIGHT-INCH CAST IRON PIPE WATER MAIN EXTENDING NORTHERLY AND SOUTHERLY PARALLEL WITH AND A DISTANT OF 66 FEET FROM THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31 AS CONTAINED IN THE QUIT CLAIM DEEDS FROM CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, TO WILLIAM R. SCHOLLE AND SARAH R. SCHOLLE, HIS WIFE, DATED JANUARY 2, 1953 AND JANUARY 12, 1953 AND RECORDED FEBRUARY 24, 1953 AS DOCUMENT NUMBERS 15552236 (AT BOOK 48880 PAGE 426) AND 15552237 (AT BOOK 48880 PAGE 430) AND IN THE AFFIDAVIT RECORDED AS DOCUMENT 16947034 (AT BOOK 55010 PAGE 510), THE CONTRACT CONCERNING EASEMENT RECORDED AS DOCUMENT 16947035 (AT BOOK 55010 PAGE 514) AND THE AGREEMENT FOR EASEMENT RECORDED AS DOCUMENT 16947036 (AT BOOK 55010 PAGE 519), OVER THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL HALF OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31, DISTANT 300 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31 FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE, STATE BOND ISSUE ROUTE 64, AS NOW LOCATED AND ESTABLISHED, AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 10298762 IN BOOK 272 OF PLATS ON PAGES 22 AND 23 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31, A DISTANCE OF 600 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 451.92 FEET TO A POINT DISTANT 100 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, TO A POINT DISTANT 510.37 FEET WEST, AS MEASURED ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, FROM THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 510.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THE EASTERLY 75 FEET OF THE WEST FRACTIONAL HALF OF AFORESAID SEC 31, LYING SOUTH OF THE SOUTH LINE OF THE PROPERTY ABOVE DESCRIBED AND NORTH OF THE NORTH LINE OF NORTH AVENUE.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR EASEMENT FROM IMPERIAL FLOORING AND WATERPROOFING COMPANY, AN ILLINOIS CORPORATION TO AUTOMATIC ELECTRIC COMPANY, A DELAWARE CORPORATION, DATED JANUARY 3, 1957 AND RECORDED MAY 17, 1957 AS DOCUMENT 16906687 FOR PASSAGEWAY OVER THE FOLLOWING DESCRIBED LAND:

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THAT PART OF THE EASTERLY 75 FEET OF A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, DISTANT 900 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE, STATE BOND ISSUE ROUTE 64, AS NOW LOCATED AND ESTABLISHED, AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 10298762 IN BOOK 272 OF PLATS ON PAGES 22 AND 23 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, A DISTANCE OF 384 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 414.50 FEET TO A POINT DISTANT 100 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACT OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, TO A POINT DISTANT 451.92 FEET WEST, AS MEASURED ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, FROM THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 451.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR EASEMENT FROM S. N. NIELSEN COMPANY, AN ILLINOIS CORPORATION TO AUTOMATIC ELECTRIC COMPANY, A DELAWARE CORPORATION, DATED JANUARY 3, 1957 AND RECORDED MAY 17, 1957 AS DOCUMENT 16906688 FOR PASSAGEWAY OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 75 FEET OF A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST FRACTIONAL HALF OF SAID SECTION 31, DISTANT 1500 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE (STATE BOND ISSUE ROUTE 64) AS NOW LOCATED AND ESTABLISHED, AND SHOWN ON PLAT OF DEDICATION, RECORDED AS DOCUMENT NO. 10298762, IN BOOK 272 OF PLATS ON PAGES 22 AND 23, IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, A DISTANCE OF 600 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE A DISTANCE OF 320 FEET, MORE OR LESS, TO A POINT DISTANT, 100 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACK, OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY, PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, TO A POINT DISTANT 393.47 FEET WEST, AS MEASURED ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, FROM THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 393.47 FEET, TO THE POINT OF BEGINNING.

AND ALSO

A TRACT OR PARCEL OF LAND IN THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, DISTANT 1284 FEET, NORTH AS MEASURED ALONG SUCH EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31 FROM ITS INTERSECTION WITH THE NORTH LINE OF NORTH AVENUE (STATE BOND ISSUE ROUTE 64) AS NOW LOCATED AND ESTABLISHED AND SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT 10298762 IN BOOK 272 OF PLATS ON PAGES 22 AND 23 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF SAID SECTION 31, A DISTANCE OF 216 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE, A DISTANCE OF 393.47 FEET TO A POINT DISTANT 100 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF THE MOST EASTERLY MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS

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NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK TO THE POINT OF INTERSECTION WITH A LINE WHICH INTERSECTS THE PLACE OF BEGINNING AND IS PARALLEL TO THE NORTH LINE OF SAID NORTH AVENUE, THENCE EAST ALONG SAID LINE WHICH IS PARALLEL WITH THE SAID NORTH LINE OF NORTH AVENUE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT FOR EASEMENT FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION TO AUTOMATIC ELECTRIC COMPANY, A DELAWARE CORPORATION, DATED MARCH 26, 1957 AND RECORDED MAY 17, 1957 AS DOCUMENT 16906686 FOR PASSAGEWAY OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EASTERLY 75 FEET OF THE WEST FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT 2,200 FEET AND 3,330 FEET, RESPECTIVELY, NORTHERLY FROM THE SOUTH LINE OF SAID SECTION 31, EXCEPTING THEREFROM, HOWEVER, SO MUCH OF THE AFORESAID EASTERLY 75 FEET OF THE WEST FRACTIONAL 1/2 OF SECTION 31 WHICH LIES NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT 50 FEET SOUTHEASTERLY FROM THE MOST EASTERLY MAIN TRACK OF SAID RAILWAY COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED. THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL OF LAND BEING A PART OF THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY QUIT-CLAIM DEED DATED APRIL 25, 1955 TO S. N. NIELSEN COMPANY BY THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY.

PIN: 12-31-200-023-0000

Address: 505 N. Railroad Avenue, Northlake, IL 60164

Cook County Clerk's Office