

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



Doc#: 1425916085 Fee: \$60.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/16/2014 04:04 PM Pg: 1 of 12

8935958

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**JOHN T. ROSELLI (312) 651-2400**

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**JOHN T. ROSELLI, ESQ.  
FUCHS & ROSELLI, LTD.  
440 WEST RANDOLPH STREET, SUITE 500  
CHICAGO, ILLINOIS 60606**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**0702242140**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13 Statement

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
Check one of these two boxes:  Debtor or  Secured Party of record AND Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b and item 7a or 7b and item 7c  
 ADD name: Complete item 7a or 7b and item 7c  
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME  
**ROBERT DELAWARE LPW LLC**

OR

6b. INDIVIDUAL'S SURNAME  
FIRST PERSONAL NAME  
ADDITIONAL NAME(S)/INITIAL(S)  
SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME  
INDIVIDUAL'S FIRST PERSONAL NAME  
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)  
SUFFIX

7c. MAILING ADDRESS  
CITY  
STATE  
POSTAL CODE  
COUNTRY

8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  SS GN collateral  
Indicate collateral:

\* **SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1**

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT \***

OR

9b. INDIVIDUAL'S SURNAME  
FIRST PERSONAL NAME  
ADDITIONAL NAME(S)/INITIAL(S)  
SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**  
**COOK COUNTY - 2000 LPW**

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## Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial.  
Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

### ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.  
C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

Always complete items 1a and 9.

1a. **File Number.** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.

1b. If this Amendment is to be filed in the real estate records or in any other filing office where the name of current Debtor is required for indexing purposes, check the box in item 1b and enter Debtor name in item 13 of Amendment Addendum (Form UCC3Ad). Complete item 13 in accordance with instructions on Amendment Addendum (Form UCC3Ad). If Debtor does not have an interest of record, enter the name and address of the record owner in item 16 of Amendment Addendum (Form UCC3Ad).

*Note:* Show purpose of this Amendment by checking box 2, 3, 4, 5, or 8 (in items 5 and 8 you must check additional boxes); also complete items 6, 7, and/or 8 as appropriate. Some, but not all filing offices accept multiple actions on an Amendment. Filing offices that accept multiple actions may charge an additional fee. Some filing offices that accept multiple actions may only index one of the actions requested. Consult the administrative rules of the designated filing office to determine the extent to which multiple actions will be accepted, indexed, and the applicable filing fees for multiple actions.

2. **Termination.** To terminate the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 2. See Instruction 9 below.

3. **Assignment.** To assign (1) some or all of Assignor's right to amend the identified financing statement, or (2) the Assignor's right to amend the identified financing statement with respect to some (but not all) of the collateral covered by the identified financing statement: Check box in item 3 and enter name of Assignee in item 7a or 7b; always enter the Assignee's mailing address in item 7c. Also enter name of Assignor in item 9. If assignment affects the right to amend the financing statement with respect to some (but not all) of the collateral covered by the identified financing statement, check the ASSIGN collateral box and indicate the particular collateral covered in item 8.

4. **Continuation.** To continue the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 4. See Instruction 9 below.

5-7. **Party Information Change.** To indicate a party information change, check this box; also check additional boxes (as applicable) and complete items 5, 6, and/or 7 as appropriate.

To change the name and/or address of a party (items 5, 6, and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the CHANGE name and/or mailing address box in item 5 and enter name of affected party (current record name) in item 6a or 6b; and repeat or enter the new name in item 7a or 7b; always enter the party's mailing address in item 7c.

To add a party (items 5 and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the ADD name box in item 5 and enter the added party's name in item 7a or 7b; always enter the party's mailing address in item 7c. For additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.

To delete a party (items 5 and 6): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the DELETE name box in item 5 and enter the deleted party's name in item 6a or 6b.

8. **Collateral Change.** To indicate a collateral change, check this box; also check additional box (as applicable) and describe the change in item 8. If space in item 8 is insufficient, continue collateral description in item 14 of Amendment Addendum (Form UCC3Ad). Do not include social security numbers or other personally identifiable information.

To add collateral: Check the ADD collateral box in item 8 and indicate the additional collateral.

To delete collateral: Check the DELETE collateral box in item 8 and indicate the deleted collateral. A partial release is a DELETE collateral change.

To restate covered collateral description: Check the RESTATE covered collateral box in item 8 and indicate the restated collateral.

To assign the right to amend the financing statement with respect to part (but not all) of the collateral covered by the identified financing statement: Comply with Instruction 3 above and check the ASSIGN collateral box in item 8.

If, due to a full release of collateral, filer no longer claims a security interest under the identified financing statement, check box in item 2 (Termination) and not a box in item 8 (Collateral Change).

9. **Name of Authorizing Party.** Enter name of party of record authorizing this Amendment. In most cases, the authorizing party is the Secured Party of record. If this is an Amendment (Assignment), enter Assignor's name in item 9a or 9b. If this is an Amendment (Termination) authorized by a Debtor, check the box in item 9 and enter the name of the Debtor authorizing this Amendment in item 9a or 9b. If this Amendment (Termination) is to be filed or recorded in the real estate records, also enter, in item 12 of Amendment Addendum (Form UCC3Ad), the name of Secured Party of record. If there is more than one authorizing Secured Party or Debtor, enter additional name(s) in item 14 of Amendment Addendum (Form UCC3Ad).

10. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form <b>0702242140</b>	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME <b>WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE *</b>	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit				
13a. ORGANIZATION'S NAME				
OR				
13b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

**\* REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1**

**SEE EXHIBITS A AND B ATTACHED HERETO FOR THE LEGAL DESCRIPTION, TAX PARCEL NUMBER, STREET ADDRESS AND COLLATERAL.**

**SECURED PARTY: WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1**

**DEBTORS: ROBERT DELAWARE LPW LLC  
RAYBEC DELAWARE LPW LLC  
CB DELAWARE LPW LLC  
COLUMBIA DELAWARE LPW LLC**

<p>15. This FINANCING STATEMENT AMENDMENT:</p> <p><input type="checkbox"/> covers timber to be cut    <input type="checkbox"/> covers as-extracted collateral    <input type="checkbox"/> is filed as a fixture filing</p> <p>16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):</p>	<p>17. Description of real estate:</p>

18. MISCELLANEOUS:

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## Instructions for UCC Financing Statement Amendment Addendum (Form UCC3Ad)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

### ITEM INSTRUCTIONS

11. **File Number.** Enter file number of initial financing statement as shown in item 1a of Amendment (Form UCC3) to which this Amendment Addendum relates.
12. **Name of Authorizing Party.** Enter information exactly as shown in item 9 on Amendment (Form UCC3).
13. **Name of Debtor on related Financing Statement.** If this Amendment (Form UCC3) is to be filed in the real estate records or in any other filing office where the name of a current Debtor of record is required for indexing purposes, enter Debtor name in item 13a or 13b. Item 13 is intended to cross-reference the Amendment (Form UCC3) and Amendment Addendum with the related Financing Statement (Form UCC1). If more than one current Debtor, enter additional name(s) in item 14 or on additional Amendment Addendum (Form UCC3Ad). Do not use item 13 to change, add, or delete a Debtor name.
14. **Additional Space for Item 8 (Collateral).** If space in item 8 of Amendment (Form UCC3) is insufficient or additional information must be provided, enter additional information in item 14 or attach additional page(s) and incorporate by reference in item 14 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.
- 15-17. **Real Estate Record Information.** If this Amendment (Form UCC3) is to be filed in the real estate records, complete the required information (items 15, 16, and 17). If this Amendment (Form UCC3) covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, check appropriate box in item 15. If the Debtor does not have an interest of record, enter the name and address of the record owner in item 16. Provide a sufficient description of real estate in accordance with the applicable law of the jurisdiction where the real estate is located in item 17. If space in items 16 or 17 is insufficient, attach additional page(s) and incorporate by reference in items 16 or 17 (e.g., See Exhibit A), and continue the real estate information. Do not include social security numbers or other personally identifiable information.
18. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement Amendment (Form UCC3) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 18 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.

OK County Clerk's Office

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**EXHIBIT A**

TO UCC-1 FINANCING STATEMENT

BETWEEN

ROBERT DELAWARE LPW LLC, RAYBEC DELAWARE LPW LLC, CB DELAWARE LPW LLC and COLUMBIA DELAWARE LPW LLC, collectively AS DEBTORS,

AND

CAPMARK BANK, SECURED PARTY

**Property Mortgaged.** Debtor does hereby irrevocably deed, mortgage, grant, bargain, sell, assign, pledge, warrant, transfer and convey to Secured Party, and to its successors and assigns as Secured Party, as security for the Obligations, with power of sale, the following property, rights, interests and estates, now owned or hereafter acquired by Debtor (collectively, "**Property**");

(a) **Land.** The land described in Exhibit B attached hereto and made a part hereof, together with all estates and development rights now existing or hereafter acquired for use in connection therewith ("**Land**")

(b) **Additional Land.** All land that, from time to time, by supplemental deed or otherwise, may be expressly made subject to this Security Instrument, and all estates and development rights hereafter acquired by Debtor for use in connection with such land (also, the "**Land**");

(c) **Improvements.** All buildings, structures, improvements and fixtures now or hereafter erected or located on the Land ("**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, 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 Property and the reversion and reversions, remainder 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 Property and every part and parcel thereof, with all appurtenances thereto;

(e) **Fixtures and Personal Property.** All machinery, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Debtor (or in which Debtor has or hereafter acquires an interest) and now or hereafter located upon, or appurtenant to, the Property or used or useable in the present or future operation and occupancy of the Property,

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along with all accessions, replacements, betterments, or substitutions of all or any portion thereof (collectively, "Personal Property");

(f) Leases and Rents. All leases, subleases, licenses and other agreements granting others the right to use or occupy all or any part of the Property together with all restatements, renewals, extensions, amendments and supplements thereto ("Leases"), now existing or hereafter entered into, and whether entered before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, and all of Debtor's right, title and interest in the Leases, including, without limitation (i) all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith ("Lease Guaranties"), (ii) all cash, notes, or security deposited thereunder to secure the performance by the tenants of their obligations thereunder ("Tenant Security Deposits"), (iii) all claims and rights to the payment of damages and other claims arising from any rejection by a tenant of its Lease under the Bankruptcy Code ("Bankruptcy Claims"), (iv) all of the landlord's rights in casualty or condemnation proceeds of a tenant in respect of the leased premises ("Tenant Claims"), (v) all rents, ground rents, additional rents, revenues, termination and similar payments, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Property (collectively with the Lease Guaranties, Tenant Security Deposits, Bankruptcy Claims and Tenant Claims, "Rent"), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, (vi) all proceeds or streams of payment from the sale or other disposition of the Leases or disposition of any Rents, and (vii) the right to receive and apply the Rents to the payment of the Debt and to do all other things which Debtor or a lessor is or may become entitled to do under the Leases or with respect to the Rents;

(g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) Insurance Proceeds. All proceeds of, and any unearned premiums on, any insurance policies covering the Property, including, without limitation, the exclusive right to receive and apply the proceeds of any claim awards, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in Taxes, including, without limitation, rebates as a result of tax certiorari or any other applications or proceedings for reduction;

(j) Operating Agreements. All contracts (including, without limitation, service, supply, maintenance and construction contracts), registrations, franchise agreements, permits, licenses (including, without limitation, liquor licenses, if any, to the fullest extent assignable by Debtor), plans and specifications, and other agreements, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property, or respecting any business or activity conducted by Debtor from the Property, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to

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receive and collect any sums payable to Debtor thereunder (collectively, "Operating Agreements");

(k) Rate Cap Agreements. All interest rate cap agreements, swaps or other interest hedging agreements now or hereafter executed with respect to the Loan or to guard against interest rate exposure in connection with the Loan, if any;

(l) Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, books and records, goodwill, and all other general intangibles relating to or used in connection with the operation of the Property;

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

(n) Rights to Conduct Legal Actions. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property and to appear in and defend any action or proceeding brought with respect to the Property;

(o) Proceeds. All proceeds and profits arising from the conversion, voluntary or involuntary, of any of the foregoing into cash (whether made in one payment or a stream of payments) and any liquidation claims applicable thereto, and

(p) Rights. Any and all other rights of Debtor in and to the items set forth in the foregoing subsections (a) through (o), inclusive, and in and to the Property.

TO HAVE AND TO HOLD the above granted and described Property unto Secured Party, and its successors and assigns, with power of sale in accordance with the terms and conditions hereof, forever;

This UCC-1 Financing Statement is filed in connection with that certain Mortgage, Security Agreement and Fixture Filing (the "Security Instrument") in the principal sum of \$4,165,000.00 given by Debtor to Secured Party covering the estate of Debtor in the Property and intended to be duly recorded in Cook County, Illinois. Capitalized terms used but not defined herein have the meaning set forth in the Security Instrument.

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**Exhibit B**

Property of Cook County Clerk's Office

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STREET ADDRESS: 2000 N. LINCOLN PARK WEST  
 CITY: CHICAGO COUNTY: COOK

TAX NUMBER:

14-33-209-001/14-33-209-002

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOTS 1, 2, 3, 4, 5 AND 6 TAKEN AS A SINGLE TRACT OF LAND, WHICH LIES BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF +21.62 FEET CHICAGO CITY DATUM (ALL ELEVATION HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM) AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT (THE NORTHWESTERLY CORNER OF SAID TRACT ALSO BEING THE NORTHWESTERLY CORNER OF SAID LOT 5); THENCE SOUTH 22 DEGREES, 59 MINUTES, 51 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 166.20 FEET (THE SOUTHWESTERLY LINE OF SAID TRACT ALSO BEING THE NORTHEASTERLY LINE OF NORTH CLARK STREET); THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 28.62 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 7.60 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 8.90 FEET; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 7.60 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 8.90 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT, WHICH LIES ABOVE A HORIZONTAL PLANE, HAVING AN ELEVATION OF +21.62 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF +37.60 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT (THE NORTHEAST CORNER OF SAID TRACT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 5); THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 67.87 FEET TO THE PLACE OF BEGINNING (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF NORTH LINCOLN PARK WEST); THENCE CONTINUING SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 79.75 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 17.47 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 3.70 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 4.85 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 3.70 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 0.80 OF A FOOT; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 6.15 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 14.57 FEET; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 3.33 FEET; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 3.74 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 3.32 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 6.91 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 23.48 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 148.38 FEET TO THE SOUTH CORNER OF SAID TRACT (THE SOUTH CORNER OF SAID TRACT ALSO BEING THE SOUTH CORNER OF SAID LOT 6); THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT; A DISTANCE OF 243.50 FEET; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 15.75 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 5.50 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 18.67 FEET; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 3.90 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 3.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 5.02 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 10.62 FEET; THENCE NORTH 73 DEGREES, 20 MINUTES, 42 SECONDS EAST, A DISTANCE OF 1.09 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 13.23 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 10.54 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 6.17 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 12.32 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 2.19 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 4.40 FEET; THENCE SOUTH

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90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 11.62 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.28 OF A FOOT; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 23.85 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +37.60 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +47.86 FEET (EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +37.60 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +47.66 FEET AND ARE BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 25.07 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 34.39 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 8.07 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 27.02 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.19 OF A FOOT; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECOND WEST 1.00 FOOT; THENCE NORTH 00 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 7.17 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 1.20 FEET; THENCE NORTH 00 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 3.84 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 2.10 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 1.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 14.27 FEET; THENCE NORTH 00 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 1.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 3.13 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, 10.48 FEET TO THE PLACE OF BEGINNING); ALSO,

EXCEPTING THAT PART OF SAID TRACT, WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +37.60 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +47.66 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT (THE NORTHWESTERLY CORNER OF SAID TRACT ALSO BEING THE NORTHWESTERLY CORNER OF SAID LOT 5); THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 66.38 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 18.30 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 17.08 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 21.00 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 25.35 FEET; THENCE SOUTH 57 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 5.20 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 2.60 FEET; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECOND WEST, A DISTANCE OF 3.41 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 6.80 FEET; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 7.02 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, 0.45 OF A FOOT; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 12.10 FEET TO THE SOUTHWESTERLY LINE OF SAID TRACT; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 10.71 FEET TO THE PLACE OF BEGINNING; ALSO,

EXCEPTING THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +37.60 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +47.86 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 181.16 FEET; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 27.25 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 8.80 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 8.20 FEET; THENCE SOUTH 21 DEGREES, 17 MINUTES, 39 SECONDS WEST, A DISTANCE OF 4.05 FEET; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 5.97 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 11.10 FEET TO THE PLACE OF BEGINNING;

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TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +47.86 FEET AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +56.66 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 139.73 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 1.25 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 20.40 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 0.61 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 1.27 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.50 OF A FOOT; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 5.92 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.35 OF A FOOT; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 1.88 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 6.33 FEET; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 1.08 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 2.89 FEET; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 1.15 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 0.57 OF A FOOT; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 3.25 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 0.50 OF A FOOT; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 4.35 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 5.88 FEET; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 0.38 OF A FOOT; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 3.55 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 11.21 FEET; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 2.06 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 1.09 FEET; THENCE SOUTH 67 DEGREES, 00 MINUTE, 05 SECONDS WEST, A DISTANCE OF 5.37 FEET; THENCE NORTH 22 DEGREES, 59 MINUTES, 55 SECONDS WEST, A DISTANCE OF 11.21 FEET; THENCE NORTH 67 DEGREES, 00 MINUTE, 05 SECONDS EAST, A DISTANCE OF 21.35 FEET; THENCE SOUTH 22 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 17.86 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 1.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 4.35 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.62 OF A FOOT; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 5.62 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 0.62 OF A FOOT; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 3.15 FEET TO THE PLACE OF BEGINNING, ALL IN THE SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND THE LAND DESCRIBED ON THE 3 PAGES ATTACHED HERETO

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**PARCEL 2:**

EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED DECEMBER 13, 2004 AS DOCUMENT NUMBER 0434834090 AND FIRST AMENDMENT RECORDED JANUARY 7, 2005 AS DOCUMENT 0500703132 AND SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS 2000 NORTH LINCOLN PARK WEST DATED JULY 22, 2005 AND RECORDED AUG1, 2005 AS DOCUMENT 0521339027, OVER AND UPON THE EASEMENT PARCELS AS DESCRIBED THEREIN.

**PARCEL 3:**

UNITS S-2, S-3, S-5 AND S- 6 IN THE 2000 NORTH LINCOLN PARK WEST PRIVATE RESIDENCES, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2, 3, 4, 5 AND 6 IN THE SUBDIVISION OF BLOCK 32 IN THE CANAL TRUSTERS' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0434834091, TOGETHR WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

NON-EXCLUSIVE EASEMENTS IN FAVOR OF PARCEL 3 FOR INGRESS, EGRESS, USE, ENJOYMENT AND SUPPORT AS SET FORTH IN AND CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED AS DOCUMENT NUMBER 0434834090.