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Doc# 1709045042 Fee \$54.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/31/2017 11:01 AM PG: 1 OF 9

This document prepared
by and after recording mail to:

Gina A. Zentz
Venable LLP
750 E. Pratt Street, Suite 900
Baltimore, Maryland 21202

8983632 JK

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NOTICE OF INTEREST IN CAPITAL EVENT PROCEEDS

THIS NOTICE OF INTEREST IN CAPITAL EVENT PROCEEDS (this "**Notice**") is dated as of March 30, 2017, by 120 ORCHARD LLC, 427 ORCHARD LLC, and FT ORCHARD LLC, each a Delaware limited liability company (individually and collectively, "**Borrower**" or "**Borrowers**") in favor of U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2007-CIBC19, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-CIBC19 ("**Lender**").

A. Lender and Borrower entered into that certain Omnibus Amendment to Loan Documents and Note Splitter Agreement dated as of May 14, 2014 ("**Modification Agreement**"), in connection with the modification of a \$35,000,000 loan (the "**Loan**") that was secured by, among other things, that certain Amended and Restated Mortgage and Security Agreement, dated as of April 25, 2007 (as the same has been amended, the "**Mortgage**"), encumbering certain real property set forth on Exhibit A attached hereto (the "**Property**"). Capitalized terms used and not defined herein shall have the meaning set forth in the Modification Agreement;

B. In accordance with the terms and provisions of the Modification Agreement, Borrower is paying off the Loan in connection with a Refinancing, and Lender is releasing the Mortgage from the Property;

C. Borrower desires to enter into this Notice in order to evidence of record Lender's interest in future proceeds of the Property as further described below.

NOW, THEREFORE, in consideration of the foregoing and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Pursuant to Section 3.7 of the Modification Agreement, in the event that at any time on or prior to March 30, 2018, Borrower intends to refinance the Property (a "**Subsequent Refinancing**") or intends to sell or otherwise transfer the Property to any person or

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entity (a "Subsequent Sale", and collectively with a Subsequent Refinancing, each a "Subsequent Capital Event"), then Borrower shall provide written notice to Lender of the anticipated Subsequent Capital Event not more than one hundred eighty (180) nor less than sixty (60) days prior to the anticipated Subsequent Capital Event (such notice, the "Subsequent Capital Event Notice").

2. If the Subsequent Capital Event Value exceeds the amount of Net Capital Proceeds from the initial Refinancing, then Lender shall calculate the difference in what would have been paid to Lender at the time of the initial Refinancing if the Net Capital Proceeds had equaled the Subsequent Capital Event Value (such difference, the "Refinancing Shortfall"). At the closing of the Subsequent Sale or the Subsequent Refinancing, Borrower shall cause an amount equal to the Refinancing Shortfall to be delivered to Lender; provided, however, that this Notice shall not affect any lender's exercise or enforcement of its rights and remedies against the Property or any other collateral securing the Loan, including without limitation, foreclosure, recordation of a deed-in-lieu or otherwise, and further provided that in the event any lender or purchaser at a foreclosure sale or grantee under a deed-in-lieu of foreclosure acquires title to the Property, such party shall not be bound by or subject to this Notice and/or the provisions of the Modification Agreement.

3. Borrower hereby acknowledges that this Notice shall not be affected in any way by the release of the Mortgage described above.

4. This Notice and the interested memorialized hereby shall automatically terminate and be of no further force and effect after March 30, 2018.

5. Notices. All notices or other written communication hereunder shall be delivered in accordance with Section 4.2 of the Modification Agreement. The notice addresses for the parties are as set forth below:

If to Borrower:	c/o Marc Realty 55 E. Jackson Blvd., Suite 500 Chicago, Illinois 60604 Attn: Gerald Nudo
With a copy to:	Much Shelist 191 N. Wacker Drive, Suite 1800 Chicago, Illinois 60606 Attn: Arnold Weinberg
If to Lender:	c/o Berkadia Commercial Mortgage 118 Welsh Road Horsham, Pennsylvania 19044 Attn: Client Relations
With a copy to each of:	c/o LNR Partners, LLC

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1601 Washington Avenue, Suite 700
Miami Beach, Florida 33139
Attn: Director of Servicing

Venable LLP
750 E. Pratt Street, 9th Floor
Baltimore, Maryland 21202
Attention: Gina A. Zentz, Esq.

This Notice may be executed in multiple counterparts, by facsimile or PDF, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]


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IN WITNESS WHEREOF, this Notice has been executed as of the day and year first above written.


BORROWERS:


120 ORCHARD LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Gerald Lee Nudo
Title: Manager

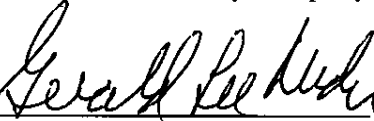
By:  (SEAL)
Name: Laurence H. Weiner
Title: Manager


427 ORCHARD LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Gerald Lee Nudo
Title: Manager

By:  (SEAL)
Name: Laurence H. Weiner
Title: Manager

FT ORCHARD LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Gerald Lee Nudo
Title: Manager

By:  (SEAL)
Name: Laurence H. Weiner
Title: Manager

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STATE OF IL

COUNTY/CITY OF COOK, to-wit:

Subscribed, sworn to and acknowledged before me, the undersigned notary public, by Gerald Lee Nudo, the duly authorized Manager of 120 Orchard LLC, a Delaware limited liability company, on behalf of said company, this 29th day of March, 2017.



Luz A. Mansilla
Notary Public

My Commission Expires: 03/18/2020
Registration No. _____

STATE OF IL

COUNTY/CITY OF COOK, to-wit:

Subscribed, sworn to and acknowledged before me, the undersigned notary public, by Lawrence H. Weiner, the duly authorized Manager of 120 Orchard LLC, a Delaware limited liability company, on behalf of said company, this 29th day of March, 2017.



Luz A. Mansilla
Notary Public

My Commission Expires: 03/18/2020
Registration No. _____

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STATE OF IL,

COUNTY/CITY OF COOK, to-wit:

Subscribed, sworn to and acknowledged before me, the undersigned notary public, by Gerald Lee Nubo, the duly authorized Manager of 427 Orchard LLC, a Delaware limited liability company, on behalf of said company, this 29th day of March, 2017.



Luz A. Mansilla
Notary Public

My Commission Expires: 03/18/2020
Registration No. _____

STATE OF IL,

COUNTY/CITY OF COOK, to-wit:

Subscribed, sworn to and acknowledged before me, the undersigned notary public, by Lawrence H. Weiner, the duly authorized Manager of 427 Orchard LLC, a Delaware limited liability company, on behalf of said company, this 29th day of March, 2017.



Luz A. Mansilla
Notary Public

My Commission Expires: 03/18/2020
Registration No. _____

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STATE OF IL,

COUNTY/CITY OF COOK, to-wit:

Subscribed, sworn to and acknowledged before me, the undersigned notary public, by Gerald Lee Nubo, the duly authorized Manager of FT Orchard LLC, a Delaware limited liability company, on behalf of said company, this 29th day of March, 2017.



Luz A. Mansilla
Notary Public

My Commission Expires: 03/18/2020
Registration No. _____

STATE OF IL,

COUNTY/CITY OF COOK, to-wit:

Subscribed, sworn to and acknowledged before me, the undersigned notary public, by Lawrence H. Weiner, the duly authorized Manager of FT Orchard LLC, a Delaware limited liability company, on behalf of said company, this 29th day of March, 2017.



Luz A. Mansilla
Notary Public

My Commission Expires: 03/18/2020
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EXHIBIT A TO NOTICE

Legal Description

PARCEL 1:

LOTS 1 AND 2 IN ORCHARD PLACE RESUBDIVISION, BEING A RESUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED NOVEMBER 6, 2009 RECORDED AS DOCUMENT NUMBER 0931046033 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 2 IN ORCHARD PLACE RE-SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER, SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1995 AS DOCUMENT NO. 95808782, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 AFORESAID; THENCE ON AN ASSUMED BEARING OF THENCE NORTH 89 DEGREES 41 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF LOT 2 AFORESAID, 2.15 FEET TO A LINE 2.15 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 2 AFORESAID; THENCE NORTH 00 DEGREES 20 MINUTES 53 SECONDS EAST ALONG SAID PARALLEL LINE, 73.07 FEET TO THE EASTERLY LINE OF LOT 2 AFORESAID; THE NEXT TWO (2) COURSES WILL FOLLOW EASTERLY AND EAST LINES OF LOT 2 AFORESAID; THENCE SOUTH 06 DEGREES 41 MINUTES 27 SECONDS EAST, 17.54 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 53 SECONDS WEST, 55.66 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING:

THAT PART OF LOT 2 IN ORCHARD PLACE RE-SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER, SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1995 AS DOCUMENT NO. 95808782, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 AFORESAID; THENCE ON AN ASSUMED BEARING OF THENCE NORTH 89 DEGREES 41 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF LOT 2 AFORESAID, 2.15 FEET TO A LINE 2.15 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 2 AFORESAID; THENCE NORTH 00 DEGREES 20 MINUTES 53 SECONDS EAST ALONG SAID PARALLEL LINE, 73.07 FEET TO THE EASTERLY LINE OF LOT 2 AFORESAID AND FOR A POINT OF BEGINNING; THENCE NORTH 15 DEGREES 30 MINUTES 36

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SECONDS WEST, 16.45 FEET; THENCE NORTH 43 DEGREES 44 MINUTES 19 SECONDS WEST, 44.56 FEET TO THE NORTH LINE OF LOT 2 AFORESAID; THE NEXT THREE (3) COURSES WILL FOLLOW NORTH, NORTHEASTERLY AND EASTERLY LINES OF LOT 2 AFORESAID; THENCE SOUTH 82 DEGREES 39 MINUTES 38 SECONDS EAST, 2.99 FEET; THENCE EAST, 45.03 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 44 DEGREES 47 MINUTES 18 SECONDS EAST, 42.90 FEET; THENCE SOUTH 06 DEGREES 41 MINUTES 27 SECONDS EAST, 17.34 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR INGRESS, EGRESS AND PARKING OVER ALL COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 96718369.

Property Address: 4801 – 4869 Golf Road
Skokie, Illinois 60077

TINs: Lot 1: 10-16-206-048
Lot 2: 10-16-206-049

Property of Cook County Clerk's Office