

# UNOFFICIAL COPY



\*1709045043\*

This document prepared  
by and after recording mail to:

Doc# 1709045043 Fee \$54.00

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

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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

8983632LK  
④

## NOTICE OF SECURITY INTEREST

To Whom It May Concern:

Take notice ("Notice") that pursuant to (i) that certain Omnibus Amendment to Loan Documents and Note Splitter Agreement dated as of May 14, 2014 ("Modification Agreement"), among 120 ORCHARD LLC, 427 ORCHARD LLC, and FT ORCHARD LLC, each a Delaware limited liability company (individually and collectively, "Borrower"), 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 ("Existing Lender") and certain affiliates of Borrower, and (ii) that certain Security Agreement (CVS Claim) dated as of May 14, 2014 by and between Borrower and Existing Lender ("Security Agreement", together with the Modification Agreement and all documents contemplated therein and executed in connection with the Loan amended thereby, collectively referred to as the "Loan Documents"), which were entered into in connection with the modification of a \$35,000,000 loan described therein (the "Loan"), Borrower granted to Existing Lender a lien on and security interest in certain collateral described in the Security Agreement and Modification Agreement including, without limitation (collectively, "Collateral"), (i) all right, title and interest of Borrower in and to that certain Guaranty dated August 15, 1995, as amended and that certain Guaranty dated September 15, 1995, as amended from time to time, each made by CVS Corporation, a Delaware corporation (collectively, the "Guaranty"), (ii) all of Borrower's claims, actions, causes of action, rights, remedies, security interests and liens contained in, based on or arising out of the Guaranty and all other collateral encumbered by the lien and security interest granted to Existing Lender under the Loan Documents, (iii) all rents, revenues, issues, profits, sums, judgments, settlement awards, receipts, income, accounts, settlement proceeds and amounts collected by or payable to Borrower arising out of any claim, event or matter relating to the Guaranty (whether or not enforced through a judicial proceeding), and (iv) all amounts received in connection with the settlement or adjudication or litigated judgment arising out of or relating to the Guaranty.

Parkway Bank & Trust Company, an Illinois banking corporation ("Refinancing Lender") has agreed to make a loan to Borrower to refinance the Property ("Refinancing"). The Refinancing will be secured by a mortgage lien encumbering the Property that is intended to be recorded with the Cook County Register, State of Illinois. The proceeds of the Refinancing are being paid to Existing Lender to be applied against the indebtedness outstanding under the Loan. In consideration for Existing Lender's receipt of proceeds paid in connection with the Refinancing, Existing Lender has agreed to file a release and termination of that certain Amended and Restated Mortgage and Security Agreement, dated as of

R4

# UNOFFICIAL COPY

April 25, 2007 (as the same has been amended, the "Mortgage"), encumbering certain real property set forth on Exhibit A attached hereto (the "Property"), which Mortgage secured indebtedness outstanding under the Loan.

Pursuant to the Modification Agreement and Security Agreement, Borrower acknowledged and agreed that the Security Agreement and Existing Lender's security interest in the Collateral and certain other rights of Existing Lender to recover amounts outstanding under the Loan and other retained and reserved rights of Existing Lender as set forth in the Modification Agreement expressly survive and continue in full force and effect following the Refinancing and the release of the Mortgage. Existing Lender retains and reserves all rights, title, interest in the Collateral to which Existing Lender is entitled under the Loan Documents (other than the Mortgage).

Borrower desires to record this Notice in order to provide record notice of Existing Lender's interest in the Collateral. Upon satisfaction in full of all outstanding obligations of Borrower under the Modification Agreement in accordance with the terms set forth therein, Existing Lender will record a termination of this Notice.

[Signatures Follow on Next Page]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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: *Gerald Lee Neal* (SEAL)  
Name: \_\_\_\_\_  
Title: MANAGER

By: *[Signature]* (SEAL)  
Name: \_\_\_\_\_  
Title: MANAGER

**427 ORCHARD LLC,**  
a Delaware limited liability company

By: *Gerald Lee Neal* (SEAL)  
Name: \_\_\_\_\_  
Title: MANAGER

By: *[Signature]* (SEAL)  
Name: \_\_\_\_\_  
Title: MANAGER

**FT ORCHARD LLC,**  
a Delaware limited liability company

By: *Gerald Lee Neal* (SEAL)  
Name: \_\_\_\_\_  
Title: MANAGER

By: *[Signature]* (SEAL)  
Name: \_\_\_\_\_  
Title: MANAGER

[Notary Blocks Continue on Following Page]

# UNOFFICIAL COPY

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 24<sup>th</sup> day of March, 2017.



Luza A. Mansilla  
Notary Public

My Commission Expires: March 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. Werner the duly authorized Manager of 120 Orchard LLC, a Delaware limited liability company, on behalf of said company, this 24<sup>th</sup> day of March, 2017.



Luza A. Mansilla  
Notary Public

My Commission Expires: March 18, 2020  
Registration No. \_\_\_\_\_

[Notary Blocks Continue on Following Page]

# UNOFFICIAL COPY

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 427 Orchard LLC, a Delaware limited liability company, on behalf of said company, this 29 day of March, 2017.



Luza A. Mansilla  
Notary Public

My Commission Expires: March 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 29 day of March, 2017.



Luza A. Mansilla  
Notary Public

My Commission Expires: March 18, 2020  
Registration No. \_\_\_\_\_

[Notary Blocks Continue on Following Page]

# UNOFFICIAL COPY

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 FT Orchard LLC, a Delaware limited liability company, on behalf of said company, this 29 day of March, 2017.



Luz A. Mansilla  
Notary Public

My Commission Expires: March 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 29 day of March, 2017.



Luz A. Mansilla  
Notary Public


My Commission Expires: March 18, 2020  
Registration No. \_\_\_\_\_

# UNOFFICIAL COPY

**EXISTING LENDER:**

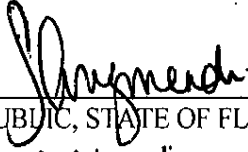
U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2007-CIBC19, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-CIBC19

By: LNR Partners, LLC, a Florida limited liability company, as attorney-in-fact pursuant to a Limited Power of Attorney dated March 15, 2011

By:   
Name: Arnold Shulkin  
Title: Vice President

STATE OF FLORIDA )  
  ) s:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2017, by Arnold Shulkin, the Vice President of LNR Partners, LLC, a Florida limited liability company, on behalf of the said company, as attorney-in-fact for 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 pursuant to a Limited Power of Attorney dated March 15, 2011. He is personally known to me or has produced a driver's license as identification.

  
NOTARY PUBLIC, STATE OF FLORIDA  
Sandra Arizmendi

Print or Stamp Name of Notary  
My Commission Expires: 10/24/19



**SANDRA ARIZMENDI**  
Notary Public - State of Florida  
Commission # FF 923716  
My Comm. Expires Oct 24, 2019

[AFFIX NOTARY STAMP ABOVE]

[Signature Page to Notice of Security Interest]

# UNOFFICIAL COPY

## 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 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.



# UNOFFICIAL COPY

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