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1733934057

Doc# 1733934057 Fee \$54.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/05/2017 03:08 PM PG: 1 OF 9

A. NAME & PHONE OF CONTACT AT FILER (optional) William F. Baarsma, Esq.
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Barack Ferrazzano Kirschbaum & Nagelberg LLP 200 West Madison, Suite 3900 Chicago, IL 60606

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 the 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 505 NORTHWEST INVESTORS, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
300 NORTH LASALLE ST., SUITE 1500	CHICAGO	IL	60654	

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 the 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.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
135 SOUTH LASALLE ST., SUITE 600	CHICAGO	IL	60603	

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

All of Debtor's right, title and interest in, to and under that collateral described on Schedule I attached hereto and made a part hereof which is located on or related to the real property described on Exhibit A attached hereto and made a part hereof.

8985803 2 of 2

CT# JY/ok

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 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
Filed with: IL - Cook County Recorder CM # CNTL-0105 F#604419 A#834875

A

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

505 NORTHWEST INVESTORS, L.L.C.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the 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 ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(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)

14. This FINANCING STATEMENT:

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

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

16. Description of real estate:

Attached hereto as Exhibit A and incorporated herein by reference.

17. MISCELLANEOUS:

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UCC Financing Statement (continued)

Debtor: 505 Northwest Investors, L.L.C.

Secured Party: Bank of America, N.A., a national banking association

SCHEDULE 1

UCC Statement Item No. 4:

All of Debtor's present and future estate, right, title and interest in and to the following described property, whether such property is now or hereafter in existence:

All "Personalty" meaning all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Debtor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the real property described on **Exhibit A** attached hereto (the "Land") and the Improvements thereon (together with the Land, the "Real Property") or the business conducted therein (provided all of such agreements shall be subordinate to the Mortgage, (other than any Permitted Encumbrances not expressly subordinate to the Mortgage) and Secured Party shall have no responsibility for the performance of Debtor's obligations thereunder except as otherwise expressly agreed to in the Loan Documents) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, letter-of-credit rights, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, deposits or escrows for taxes, insurance or other matters, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all of Debtor's rights and interests under all Hedge Agreements, including all rights to the payment of money from Secured Party (or its affiliate) under any Hedge Agreement and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Hedge Agreement; (f) all insurance policies held by Debtor with respect to the Property or Debtor's operation thereof; and (g) all money, instruments, chattel paper, or mortgages and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Debtor with Secured Party related to the Property, including any such deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan; together with all Additions to and Proceeds of all of the foregoing.

All "Accessories" meaning all fixtures, fittings, apparatus, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property and replacements thereof, 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, affixed to, placed upon or situated in, on or about the Land or 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 Improvements, and all Additions to the foregoing, all of which are hereby declared to be permanent accessions to the Land.

All "Accounts" meaning all accounts of Debtor within the meaning of the Uniform Commercial Code of the State, derived from or arising out of the use, occupancy or enjoyment of the Property or for services rendered therein or thereon.

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UCC Financing Statement (continued)

Debtor: 505 Northwest Investors, L.L.C.

Secured Party: Bank of America, N.A., a national banking association

All "Condemnation Awards" meaning any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

All "Insurance Proceeds" meaning all of Debtor's right, title and interest to the insurance claims under and the proceeds of any and all policies of insurance covering the Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Property, in each case whether now or hereafter existing or arising.

All of Debtor's right, title and interest in, but not any of Debtor's obligations or liabilities under, all "Design and Construction Documents" meaning, collectively, whether now or hereafter existing (and if any), (a) all contracts for services to be rendered, work to be performed or materials to be supplied in the development of the Land or the construction or repair of Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (b) all plans, drawings and specifications for the development of the Land or the construction or repair of Improvements; (c) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Land or the construction or repair of Improvements; and (d) all amendments or supplements to any of the foregoing.

All of Debtor's right, title and interest in, but not any of Debtor's obligations or liabilities under, all "Contract of Sale" meaning any contract for the sale of all or any part of the Property or any interest therein, whether now in existence or hereafter executed.

All of Debtor's right, title and interest in, but not any of Debtor's obligations or liabilities under, all "Refinancing Commitments" meaning any commitment from or other agreement with any Person providing for the financing of the Property, some or all of the proceeds of which are intended to be used for the repayment of all or a portion of the Loan.

All "Lease(s)" meaning all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

All "Rents" meaning all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Real Property.

Each of the Reserve Accounts (as defined in the Loan Agreement) and any and all Reserve Funds (as defined in the Loan Agreement) now or hereafter maintained in the Reserve Accounts and any and all "Investment Property" (as defined in the UCC of each applicable jurisdiction).

Each of the Operating Account(s) (as defined in the Loan Agreement) and all amounts from time to time held in or credited to the Operating Account(s), and any proceeds thereof.

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UCC Financing Statement (continued)

Debtor: 505 Northwest Investors, L.L.C.

Secured Party: Bank of America, N.A., a national banking association

All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing property described herein.

Each Borrower's Deposit Account (as defined in the Loan Agreement) and all amounts from time to time held in or credited to the Borrower's Deposit Account, and any proceeds thereof.

Capitalized terms used above without definition have the meanings given them in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage"), dated as of December 5th, 2017, given by Debtor, as Mortgagor, for the benefit of Secured Party, as Mortgagee, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois. Any term used or defined in the 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 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 Uniform Commercial Code differently than in another Article of the 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 Mortgage 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 Mortgage or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection 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 Mortgage must be filed in the office where this financing statement is filed.

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UCC Financing Statement (continued)

Debtor: 505 Northwest Investors, L.L.C.

Secured Party: Bank of America, N.A., a national banking association

Exhibit A

Legal Description

PARCEL 1:

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE WEST 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 30 SAID LINE ALSO BEING THE DIVISION LINE BETWEEN DUPAGE COUNTY AND COOK COUNTY, A DISTANCE OF 1,051.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THAT CERTAIN EASEMENT CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO THE COMMONWEALTH EDISON COMPANY BY EASEMENT DEED DATED JANUARY 16, 1957 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT 16827903, ON FEBRUARY 18, 1957 IN BOOK 52875 ON PAGES 192-195; THENCE NORTH 70 DEGREES 11 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY OF SAID EASEMENT, A DISTANCE OF 338.80 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL WITH AND 60 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE EAST RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY A DISTANCE OF 1,147.84 FEET TO A POINT; THENCE CONTINUING ALONG THE LAST MENTIONED COURSE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2,500 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE KROGER COMPANY BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED ON FEBRUARY 26, 1960 FOR A PLACE OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE KROGER COMPANY, A DISTANCE OF 911.99 FEET TO A POINT 94 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 40 FEET TO A POINT; THENCE SOUTH 15 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 346.50 FEET TO A POINT 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAYS PROVISIO YARD; THENCE SOUTH 04 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD NUMBER 834, A DISTANCE OF 434.57 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 957.88 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", SAID POINT ALSO BEING 60 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHERLY

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UCC Financing Statement (continued)

Debtor: 505 Northwest Investors, L.L.C.

Secured Party: Bank of America, N.A., a national banking association

ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", ALSO BEING A LINE 60 FEET EASTERLY OF (AS MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, BEING A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 7,597.44 FEET, A DISTANCE OF 415.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", A DISTANCE OF 392.84 FEET TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 12 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE) OF THE NORTHERLY 330 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE SOUTHWEST ¼ OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID FRACTIONAL SECTION 31; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID FRACTIONAL SECTION 31, A DISTANCE OF 92.35 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64 (COMMONLY KNOWN AS NORTH AVENUE) THENCE NORTH 88 DEGREES 20 MINUTES 15 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64, A DISTANCE OF 555.85 FEET TO THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO BURNY BROTHERS, INC., BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED APRIL 1, 1960; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BURNY BROTHERS, INC. PROPERTY, SAID LINE ALSO BEING THE EASTERLY LINE OF ACCESS ROAD "C", THE FOLLOWING 5 COURSES AND DISTANCES; NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 43.52 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 192 FEET, A DISTANCE OF 143.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 49 MINUTES 45 SECONDS WEST, A DISTANCE OF 115.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 188 FEET, A DISTANCE OF 138.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 206.35 FEET TO THE NORTHWEST CORNER OF SAID BURNY BROTHERS, INC. PROPERTY FOR A PLACE OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY LINE OF ACCESS ROAD "C" THE FOLLOWING 4 COURSES AND DISTANCES; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 563.37 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONVEX EASTERLY AND HAVING A RADIUS OF 7,542 FEET, A DISTANCE OF 485.94 FEET TO A POINT OF TANGENCY; THENCE NORTH 4 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 94.32 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE

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UCC Financing Statement (continued)

Debtor: 505 Northwest Investors, L.L.C.

Secured Party: Bank of America, N.A., a national banking association

CONVEX WESTERLY AND HAVING A RADIUS OF 7,597.44 FEET, A DISTANCE OF 149.79 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO RADIO STEEL MANUFACTURING COMPANY, BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY A DEED DATED JANUARY 24, 1962; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY, A DISTANCE OF 957.88 FEET TO THE SOUTHEAST CORNER OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY, SAID CORNER ALSO BEING A POINT 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S PROVISIO YARD; THENCE SOUTH 04 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD TRACK NUMBER 834, A DISTANCE OF 1,272.05 FEET TO A POINT ON THE NORTH LINE OF SAID BURNY BROTHERS, INC. PROPERTY; THENCE SOUTH 88 DEGREES 20 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID BURNY BROTHERS, INC. PROPERTY, A DISTANCE OF 820.52 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF A CERTAIN TRACT OF LAND SITUATED IN THE WEST 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 30 (SAID LINE ALSO BEING THE DIVISION LINE BETWEEN DUPAGE AND COOK COUNTIES) A DISTANCE OF 1051.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THAT CERTAIN EASEMENT CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO THE COMMONWEALTH EDISON COMPANY BY EASEMENT DEED DATED JANUARY 16, 1957 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT 16827903 ON FEBRUARY 18, 1957 IN BOOK 52875 ON PAGES 192-195; THENCE NORTH 70 DEGREES 11 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY OF SAID EASEMENT, A DISTANCE OF 338.80 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL WITH AND 60 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE EAST RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, A DISTANCE OF 1147.84 FEET TO A POINT; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE LAST MENTIONED COURSE, A DISTANCE OF 2500.00 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE KROGER COMPANY BY THE CHICAGO NORTHWESTERN RAILWAY COMPANY BY DEED DATED FEBRUARY 26,

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UCC Financing Statement (continued)

Debtor: 505 Northwest Investors, L.L.C.

Secured Party: Bank of America, N.A., a national banking association

1960; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE KROGER COMPANY, A DISTANCE OF 911.99 FEET TO A POINT 94.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID PARCEL CONVEYED TO THE KROGER COMPANY, SAID POINT ALSO BEING THE PLACE OF BEGINNING OF THE PROPERTY TO BE DESCRIBED HEREIN: THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 92 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST AT RIGHT ANGLES TO SAID SOUTH LINE, A DISTANCE OF 160.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 59.99 FEET; THENCE NORTH 14 DEGREES 56 MINUTES 10 SECONDS WEST, 124.20 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 40.0 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Address of Property: 505 Northwest Avenue
Northlake, IL 60164-1662

PIN Numbers: 12-31-100-005-0000
12-31-100-008-0000
12-31-301-021-0000
12-31-301-033-0000
12-31-301-043-0000