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\*1923828005\*

Doc# 1923828005 Fee \$88.00

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/26/2019 10:18 AM PG: 1 OF 12

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141
B. E-MAIL CONTACT AT FILER (optional)
CLS-CTLS\_Glendale\_Customer\_Service@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 13543 - JPMORGAN
Lien Solutions 71143111
P.O. Box 29071
Glendale, CA 91209-9071 ILIL
FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1606929053 3/9/2016 CC IL Cook
1b. [X] 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

2. [X] 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:
AND Check one of these three boxes to:
This Change affects [ ] Debtor or [ ] Secured Party of record
[ ] 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
LMC Oak Park Holdings, 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 [ ] ASSIGN collateral
Indicate collateral:

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
JPMorgan Chase Bank, N.A.
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: LMC Oak Park Holdings, LLC
71143111 0000455727 LMC OAK PARK HOLDINGS, LLC

Handwritten initials and marks: S y, P 12, S 4, M, SC y, E y, INT ylw

**UNOFFICIAL COPY****UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

## FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
1606929053 3/9/2016 CC IL Cook

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

OR	12a. ORGANIZATION'S NAME JPMorgan Chase Bank, N.A.	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX

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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

OR	13a. ORGANIZATION'S NAME LMC Oak Park Holdings, LLC			
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

LMC Oak Park Holdings, LLC - 1300 E. Woodfield Road, Suite 304, Schaumburg, IL 60173

Secured Party Name and Address:

JPMorgan Chase Bank, N.A. - 707 Travis Street, Unit 6N, Houston, TX 77002

15. This FINANCING STATEMENT AMENDMENT:

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

16. Name and address of a RECORD OWNER of real estate described in item 17  
(if Debtor does not have a record interest):

17. Description of real estate:

Please see attached

Parcel ID:

16-07-124-036-0000, 16-07-124-037-0000,  
16-07-124-039-0000, 16-07-124-040-0000,  
16-07-125-006-0000, 16-07-125-026-0000,  
16-07-125-030-0000, 16-07-125-023-0000,  
16-07-125-025-0000, 16-07-125-029-0000,

[ See Exhibit for Real Estate ]

18. MISCELLANEOUS: 71143111-4L-31 13543 - JPMORGAN CHASE-CHICA JPMorgan Chase Bank, N.A. File with: Cook, IL 0000455727 LMC OAK PARK HOLDINGS, LLC

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**Debtor:** LMC Oak Park Holdings, LLC

Exhibit for Real Estate

**17. Description of real estate:** Continued

16-07-125-007-0000

Property of Cook County Clerk's Office

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Doc#: 1606929053 Fee: \$54.00  
 RHSP Fee: \$9.00 RPRF Fee: \$1.00  
 Karen A. Yarbrough  
 Cook County Recorder of Deeds  
 Date: 03/09/2018 04:15 PM Pg: 1 of 9

**UCC FINANCING STATEMENT**  
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) John F. Halula, Esq. (305/789-7798)
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)  John F. Halula, Esq. Holland & Knight LLP 701 Brickell Avenue, Suite 3000 Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
<b>LMC Oak Park Holdings, LLC</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
1300 E. Woodfield Road, Suite 304			Shaumburg	Illinois	80173	USA
1d. TAX ID#	SSN OR EIN	ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any	
			limited liability company	Delaware		

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID#	SSN OR EIN	ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any	
					<input type="checkbox"/> NONE	

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)** - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
<b>JPMorgan Chase Bank, N.A.</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
707 Travis Street, Unit 6N			Houston	Texas	77002	USA

4. This FINANCING STATEMENT covers the following collateral:

**SEE ATTACHED SCHEDULE 1**

5. ALTERNATE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This Financing Statement is to be filed [(for record)] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)      7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) [ADDITIONAL FEE] (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

668363 PY 8 of 9

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**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

	9a. ORGANIZATION'S NAME LMC Oak Park Holdings, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS:**

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (11a or 11b) - do not abbreviate or combine names**

	11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. TAX ID# SSN OR EIN	ADD'L INFO RE: ORGANIZATION DEBTOR	11e. TYPE OF ORG/NIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

**12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one secured party name (12a or 12b)**

	12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  future filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT "A"

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

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction - effective 30 years  
 Filed in connection with a Public-Finance Transaction - effective 30 years

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## SCHEDULE 1

Financing Statement (continued)

Name of Debtor: LMC Oak Park Holdings, LLC

Item No. 4:

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

As used in this Schedule 1, the following capitalized terms shall be defined as follows:

"Accessories" means all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other 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 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.

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

"Additions" means any and all alterations, additions, accessions and improvements to property, substitutions therefor, and renewals and replacements thereof.

"Claim" means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including fees, costs and expenses of attorneys, consultants, contractors and experts.

"Condemnation" means any taking of title to, use of, or any other interest in the Property under the exercise of the power of condemnation or eminent domain, whether temporarily or permanently, by any Governmental Authority or by any other Person acting under or for the benefit of a Governmental Authority.

"Condemnation Awards" means 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.

"Contract of Sale" means any contract for the sale of all or any part of the Property or any interest therein, whether now in existence or hereafter executed.

"Design and Construction Documents" means, collectively, (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 of or supplements to any of the foregoing.

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"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity.

"Improvements" means all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, together with any on-site improvements and off-site improvements in any way used or to be used in connection with the use, enjoyment, occupancy or operation of the Land.

"Insurance Proceeds" means 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.

"Land" means the real property described in Exhibit A attached hereto and made a part hereof.

"Leases" means all leases, license agreements and other occupancy or similar 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.

"Loan" means the loan from Secured Party to Debtor, the repayment obligations in connection with which are evidenced by the Note.

"Loan Agreement" means the Construction Loan and Security Agreement dated as of March 7, 2016 by and between Debtor and Secured Party which sets forth, among other things, the terms and conditions upon which the proceeds of the Loan will be disbursed, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Note" means the Promissory Note of dated as of March 7, 2016 in the stated principal amount of Fifty Million Seven Hundred Sixty Five Thousand Sixty Seven and No/100 Dollars (\$50,765,067.00) made by Debtor to the order of Secured Party, as the same may from time to time be extended, renewed, amended, restated, supplemented or otherwise modified and any and all notes given in substitution or replacement thereof in accordance with the Loan Agreement.

"Person" means an individual, a corporation, a partnership, a joint venture, a limited liability company, a trust, an unincorporated association, any Governmental Authority or any other entity.

"Personalty" means 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 Real 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 or the business conducted therein 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, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, 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 Swap Agreements, including all rights to the payment of money from Secured Party under any Swap Agreement and all



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accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Agreement; (f) all insurance policies held by debtor with respect to the Property or Debtor's operation thereof; and (g) all money, instruments 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.

"Proceeds" when used with respect to any of the Property, means all proceeds of such Property, including all Insurance Proceeds and all other proceeds within the meaning of that term as defined in the Uniform Commercial Code of the State of Illinois.

"Property" means the Real Property and the Personalty and all other rights, interests and benefits of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the Real Property and/or the Personalty and all other property and rights used or useful in connection therewith, including all Leases, all Rents, all Condemnation Awards, all Proceeds, and all of Debtor's right, title and interest in and to all Design and Construction Contracts, all Contracts of Sale and all Refinancing or Purchase Commitments.

"Real Property" means the Land and Improvements, together with (a) all estates, title interests, title reversion rights, remainders, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, strips, gaps, gores, liberties, privileges, water rights, water courses, alleys, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements, rights-of-way, rights of ingress or egress, parking rights, timber, crops, mineral interests and other rights, now or hereafter owned by Debtor and belonging or appertaining to the Land or Improvements; (b) all Claims whatsoever of Debtor with respect to the Land or Improvements, either in law or in equity, in possession or in expectancy; (c) all estate, right, title and interest of Debtor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to the Land or Improvements; and (d) all options to purchase the Land or Improvements, or any portion thereof or interest therein, and any greater estate in the Land or Improvements, and all Additions to and Proceeds of the foregoing.

"Refinancing or Purchase Commitment" means any commitment from or other agreement with any Person providing for the financing of the Property or acquisition of all or part 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.

"Rents" means 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.

"Swap Agreement" means any agreement with respect to any swap, forward, spot, future, credit default or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Taxes" means all taxes and assessments, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed by any Governmental Authority or any community facilities or other private district on Debtor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.



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## EXHIBIT A

### DESCRIPTION OF LAND

#### PARCEL 1:

The East Half of Lot 5 and all of Lots 6 and 7 (except the South 18-1/2 feet of said Lots 5, 6 and 7) in Block 1 in Whaple's Subdivision; also Lots 9 and 10 (except the South 18-1/2 feet thereof) in Hoard and Others' Subdivision of Lot 1 (except the North 100.00 feet thereof) in Niles Subdivision of Lots 10 to 16, both inclusive, and the West 13 feet of Lot 17 in Skinner's Subdivision, all of above being in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

Lots 1 and 2 in 1121-23 Lake Street Building Partnership Subdivision, a subdivision in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, Village of Oak Park, Cook County, Illinois.

#### PARCEL 3:

INTENTIONALLY DELETED.

#### PARCEL 4:

The West 10 feet of Lot 11 (except the North 18 1/2 feet conveyed for street) in Hoard and Others' Subdivision of Lot 1 (except the North 100 feet) in Niles Subdivision of Lots 10 to 16 inclusive, and the West 13 feet of Lot 17 in Skinner's Subdivision of the Southwest corner of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Lot 8 (except the South 92 feet and except the North 18 1/2 feet conveyed for street) in Block 1 in Whaple's Subdivision of land in the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

That part of Lot 9 in Block 1 in Whaple's Subdivision of land in the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian lying North of a line described as follows:

Commencing at a point on the West line of Lot 9, 98.92 feet North of the North line of North Boulevard as occupied, thence East on a line parallel with the North line of North Boulevard 50.00 feet to the East line of Lot 9 (except the North 18 1/2 feet conveyed for street) in Whaple's Subdivision of land in the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 5:

Lots 22, 23, 24 and the East 15 feet of Lot 25 in Hoard & Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles' Subdivision of Lots 10 to 16, inclusive and the West 13 feet of Lot 17 in Skinner's Subdivision of Land in the Southwest corner of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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The West 10 feet of Lot 25, all of Lot 26 and Lot 27 (except the West 6 inches thereof) in Hoard & Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles' Subdivision of Lots 10 to 16, inclusive and the West 13 feet of Lot 17 in Skinner's Subdivision of Land in the Southwest corner of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The South 92 feet of Lot 8 in Block 1 in Whaple's Subdivision of land in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, and the West 6 inches of Lot 27 in Hoard & Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles' Subdivision of Lots 10 to 16, inclusive and the West 13 feet of Lot 17 in Skinner's Subdivision of land in the Southwest corner of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

That part of Lot 9 in Block 1 in Whaple's Subdivision of land in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of a line described as follows: Commencing at a point on the West line of Lot 9, 98.92 feet North of the North line of North Boulevard as occupied; thence East on a line parallel with the North line of North Boulevard 50.0 feet to the East line of Lot 9, all in Cook County, Illinois.

A strip of land 20 feet, more or less, lying immediately South of and adjoining the South line of Lots 8 and 9 in Block 1 in Whaple's Subdivision of Land in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, and North of North line of North Boulevard in Village of Oak Park as actually laid out and established, all in Cook County, Illinois.

## PARCEL 6:

The East 15 feet of Lot 11 (except the North 18.5 feet thereof) and all of Lots 12 and 13 (except the North 18.5 feet of each of said Lots) in Hoard and Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles' Subdivision of Lots 10, 11, 12, 13, 14, 15, 16 and the West 13 feet of Lot 17 in Skinner's Subdivision in the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

## PARCEL 7:

Those portions of the alleys vacated pursuant to Ordinance No. 15-224 of the Village of Oak Park recorded March 9, 2016 as Document No. 1606916005 and as described and depicted on the Plat of Vacation recorded March 9, 2016 as Document No. 1606916006, in Cook County, Illinois, described as follows:

### VACATION AREA NO. 1

That part of a 15 foot wide public alley lying North of Lots 5 to 10 inclusive, in and established by Hoard and Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles Subdivision of Lots 10 to 16 inclusive and the West 13 feet of Lot 17 of Skinners Subdivision of land in the Southwest corner of the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, and lying West of the Southerly extension of the East line of Lot 1 in 1121-23 Lake Street Building Partnership Subdivision, being a subdivision of the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded May 6, 1994 as Document No. 94413163, all in Cook County, Illinois.

### VACATION AREA NO. 2

That part of a 15 foot wide public alley lying South of Lots 11 to 16 inclusive, North of Lots 22 to 27 inclusive and West of the Southerly extension of the East line of Lot 13, all in and established by Hoard and Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Niles Subdivision of Lots 10 to 16 inclusive and the

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West 13 feet of Lot 17 of Skinners Subdivision of land in the Southwest corner of the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

## PARCEL 8:

An exclusive easement in favor of LMC Oak Park Holdings, LLC, a Delaware limited liability company, and its successors, assigns and successors-in-title to the Project Property, dated March 7, 2016, and recorded March 9, 2016, as Document 1606929049 for and in the air rights over that portion of Westgate Street within the Village of Oak Park for the purposes of constructing, using, widening, operating, maintaining, renovating, repairing and replacing the Bridge over Westgate Street connecting the North Building and the South Building for pedestrian access, ingress and egress over Westgate Street, more particularly described as follows:

That part of Westgate Street as widened and adjoining Block 1 in Whaple's Subdivision lying above an elevation of 646.10 feet and below an elevation of 662.10 feet (NAVD 88), in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the intersection of the South line of Westgate Street as widened and the East line of Lot 13 in Hoard & Others' Subdivision; thence South 88 degrees 30 minutes 15 seconds West along said South line, 75.00 feet to the East line of Lot 6 in said Block 1 in Whaple's Subdivision; thence South 88 degrees 30 minutes 15 seconds West along said South line, 18.37 feet to the Point of Beginning; thence South 88 degrees 30 minutes 15 seconds West along said South line, 11.00 feet, thence North 01 degree 29 minutes 45 seconds West, 70.00 feet to the North line of Westgate Street also being the North line of the South 18-1/2 feet of Lot 7 in said Block 1 in Whaple's Subdivision; thence North 88 degrees 30 minutes 15 seconds East along said North line, 11.00 feet; thence South 01 degree 29 minutes 45 seconds East, 70.00 feet to the Point of Beginning.

## PARCEL 9:

Nonexclusive easements in favor of LMC Oak Park Holdings, LLC, a Delaware limited liability company, and its successors, assigns and successors-in-title to the Project Property, dated March 7, 2016, and recorded March 9, 2016, as Document 1606929050 for the purposes of (1) constructing, using, maintaining, repairing and replacing columns with caissons directly below, on, over, under, across and through the "Columns Easement Area" more particularly described below as Tract 1, and (2) installing, constructing, using, maintaining, repairing and replacing an underground concrete encased cable on, over, under, across and through the "Cable Easement Area" more particularly described below as Tract 2:

### TRACT 1 – COLUMNS EASEMENT AREA:

That part of a public alley established by Hoard & Others' Subdivision, being a subdivision in the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the intersection of the North line of North Boulevard and the East line of Lot 22 in Hoard & Others' Subdivision; thence North 01 degree 57 minutes 17 seconds West along said East line, 105.00 feet to the Northeast corner of said Lot 22 being on the South line of an intersecting alley; thence South 88 degrees 27 minutes 26 seconds West along said South line, 87.24 feet to the Southerly extension of the East line of Lot 13 in said Hoard & Others' Subdivision; thence North 01 degree 50 minutes 00 seconds West along said extension, 3.00 feet; thence North 88 degrees 27 minutes 26 seconds East parallel with said South line, 90.23 feet; thence South 01 degree 57 minutes 17 seconds East, 108.00 feet to the Easterly extension of the North line of North Boulevard from aforesaid Lot 22; thence South 88 degrees 27 minutes 26 seconds West along said North line, 3.00 feet to the Point of Beginning.

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**TRACT 2 - CABLE EASEMENT AREA:**

That part of Westgate Street as widened in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the intersection of the South line of Westgate Street as widened and the East line of Lot 13 in Hoard & Others' Subdivision, thence South 88 degrees 30 minutes 15 seconds West along said South line, 23.60 feet to the Point of Beginning; thence South 88 degrees 30 minutes 15 seconds West along said South line, 5.10 feet, thence North 12 degree 51 minutes 16 seconds West, 71.40 feet to the North line of Westgate Street also being the North line of the South 18-1/2 feet of Lot 9 in said Hoard and Others' Subdivision; thence North 88 degrees 30 minutes 15 seconds East along said North line, 5.10 feet; thence South 12 degrees 51 minutes 16 seconds East, 71.40 feet to the Point of Beginning.

**PARCEL 10:**

A temporary construction easement in favor of LMC Oak Park Holdings, LLC, a Delaware limited liability company, and its successors, assigns and successors-in-title to the Project Property, dated March 7, 2016, and recorded March 9, 2016, as Document 1606929051 for the staging of construction materials and the location and operation of construction cranes and construction trailers on, over, under, across and through that portion Westgate Street within the Village of Oak Park, more particularly described as follows:

That part of Westgate Street lying East of the southerly extension of the Westerly line of Maple Avenue and lying West of the West line of Marion Street, in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**PROPERTY ADDRESS:**

1133 Westgate Street &  
1118 North Boulevard  
Oak Park, Illinois 60301

**PERMANENT INDEX NUMBERS:**

16-07-124-036-0000 (affects part of Parcel 1)  
16-07-124-037-0000 (affects remainder of Parcel 1)  
16-07-124-039-0000 (affects part of Parcel 2)  
16-07-124-040-0000 (affects remainder of Parcel 2)  
16-07-125-006-0000 (affects part of Parcel 4)  
16-07-125-026-0000 (affects part of Parcel 4)  
16-07-125-030-0000 (affects remainder of Parcel 4)  
16-07-125-023-0000 (affects part of Parcel 5)  
16-07-125-025-0000 (affects part of Parcel 5)  
16-07-125-029-0000 (affects remainder of Parcel 5)  
16-07-125-007-0000 (affects Parcel 6)