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E-MAIL CONTACT AT FILER (optional)			Doc#	1974040044 =	
SEND ACKNOWLEDGMENT TO: (Name	t (optional)			. 1500040011 F	ee \$67.00
GARY J. FOX, ESQ.		i	DUCK		
SEND ACKNOWLEDGMENT TO: (Name			RHSP FEE:\$9.00 RPRF FEE: \$1.00 EDHARD M. MOODY		
GARY J. FOX, ESQ.			COOK COUNTY RECORDER OF DEEDS		
	C. SEND ACKNOWLEDGMENT TO: (Name and Address)		DATE: 12/26/2019 01:44 PM PG: 1 OF		
GINSBERG JACOBS LLC		\neg I		20, 2013 61:44	PN PG: 1 01
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DEBTOR'S NAME: Provide only one Debtor	name (1a or 1b) (use exact full		<u> </u>	OR FILING OFFICE USE	
name will not fit in line 1b, leave all of item 1 bl/ ni		the Individual Debtor information in item 1			
1a. ORGANIZATION'S NAME PILSEN GATEWAY LLO	<i>Ž</i>)	. 			
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
	Ox				
MAILING ADDRESS	CTE 200	CHICAGO	STATE IL	POSTAL CODE 60640	COUNTRY
020 W. LAWRENCE AVE					
DEBTOR'S NAME: Provide only one Debtor I name will not fit in line 2b, leave all of item 2 blant	_	n ame; do not omit, modify, or abbreviate a "nr individual Debtor information in item 1			
2a. ORGANIZATION'S NAME		7			
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25. INDIVIDUAL'S SURNAME		FIRST PET SO! AL NAME	TE ADDITIONAL NAME(S)INTENACES		SUFFIX
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SECURED PARTY'S NAME (or NAME of)	ASSIGNEE of ASSIGNOR SECT	IRED PARTY): Provide only one Ser uren	Party name (3a pr 3	<u> </u>	
3a. ORGANIZATION'S NAME			7	•	
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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 PILSEN GATEWAY LLC 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL N ME ADDITIONAL NAME(S)/INIT.AL(:) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10. DEBTOR'S NAME: Provide (10a or 0b), unity 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 Pilotor's name) and enter the mailing address in line 10c 10a. ORGANIZATION'S NAME 10b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME SUFFIX INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) COUNTRY POSTAL CODE 10c. MAILING ADDRESS ASSIGNOR SECURED FARTY'S NAME: Provide only one name (11a or 11b) ADDITIONAL SECURED PARTY'S NAME OF 11a, ORGANIZATION'S NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME POSTAL CODE COUNTRY 11c. MAILING ADDRESS CITY 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): Office 13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) 14. This FINANCING STATEMENT: covers as-extracted collateral is filed as a fixture filing covers timber to be cut 15. Name and address of a RECORD OWNER of real estate described in item 16 16. Description of real estate: (if Debtor does not have a record interest): SEE EXHIBIT B ATTACHED HERETO.

17. MISCELLANEOUS:

TCF -- PILSEN GATEWAY LLC - COOK COUNTY, IL - FIXTURE FILING

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EXHIBIT A TO UCC STATEMENT

Debtor: Pilsen Gateway LLC, a Delaware limited liability company

Secured Party: TCF National Bank, a national banking association, as Administrative

Agent

Collateral

The following property of Debtor, whether now existing or hereafter created or arising (collectively the "Morigaged Property"):

- A. The real estate located in the County of Cook, State of Illinois and legally described on **Exhibit B** attached hereto and made a part hereof (the "Land");
- B. All improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and located on, or used in connection with the Land or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf (the "Improvements");
- C. All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to the same;
- D. All rents, revenues, issues, profits, proceeds, income, royalties Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the "Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Mortgaged Property and/or the businesses and operations conducted by the Debtor thereon, to be applied against the Indebtedness (as hereinafter defined); provided, however, that the Debtor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;
- E. All interest of the Debtor in all leases now or hereafter on the Mortgaged Property, whether written or oral (each, a "Lease", and collectively, the "Leases"), together with

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all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Debtor to collect the rentals under any such Lease;

- F. All fixtures and articles of personal property now or hereafter owned by the Debtor and forming a part of or used in connection with the Land or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Mortgaged Property, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, bum differs, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, ctokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Debtor and placed on the Land or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Administrat ve Agent, as a secured party, and the Debtor, as debtor, all in accordance with the Code;
- G. All of the Debtor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) yew owned or hereafter acquired and related to the Mortgaged Property, including, without limitation, all of the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Debtor is or may become a party and which relate to the Mortgaged Property; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the Mortgaged Property; and (iv) all choses in action and causes of action relating to the Mortgaged Property;
- H. All of the Debtor's accounts now owned or hereafter created or acquired as relate to the Mortgaged Property and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and

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guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the Debtor with respect to the Mortgaged Property (the property, interests and rights described in Subsections (f), (g) and (h) above are collectively referred to herein as the "Collateral"); and

I. All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Mortgaged Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Mortgaged Property or proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof.

Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, dated on er about the filing of this financing statement and made by Debtor to and in favor of Secured Party (the "Mortgage").

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EXHIBIT B TO UCC STATEMENT

Legal Description

TRACT 1

PARCEL 1:

LOTS 58, 59 AND 60 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHW'S I CORNER OF THE EAST HALF OF SAID TRACT), TOGETHER WITH THAT PART OF THE 16-FOOT WIDE ALLEY VACATED BY DOCUMENT 0730215122 LYING SOUTHERLY THEREOF AND ADJOINING SAID LOT 60, ALL IN COOK COUNTY ILLINOIS.

PARCEL 2:

LOT 61 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCLPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST HALF OF SAID TRACT), TOGETHER WITH THAT PART OF THE 16-FOOT WIDE ALLEY VACATED BY DOCUMENT 9730215122 LYING SOUTHEASTERLY THEREOF AND ADJOINING SAID LOT 61, ALL EN COOK COUNTY ILLINOIS.

PARCEL 3:

LOT 62 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, PANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST 15TH STREET, TOGETHER WITH THAT PART OF THE 16-FOOT WIDE ALLEY VACATED BY DOCUMENT 0730215122 LYING SOUTHEASTERLY THEREOF AND ADJOINING SAID LOT 62, ALL IN COOK COUNTY ILLINOIS.

PARCEL 4:

LOT 63 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST 15TH STREET, TOGETHER WITH THAT PART OF THE 16-FOOT WIDE ALLEY VACATED BY DOCUMENT 0730215122 LYING SOUTHEASTERLY THEREOF AND ADJOINING SAID LOT 63, ALL IN COOK COUNTY ILLINOIS.

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PARCEL 5:

LOT 64 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST 15TH STREET, TOGETHER WITH THAT PART OF THE 16-FOOT WIDE ALLEY VACATED BY DOCUMENT 0730215122 LYING SOUTHEASTERLY THEREOF AND ADJOINING SAID LOT 64, ALL IN COOK COUNTY ILLINOIS.

PARCEL of

LOT 65 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST 15TH STREET, TOGETHER WITH THAT PART OF THE 16-FOOT WIDE ALLEY VACATED BY DOCUMENT 0730215122 LYING SOUTHEASTERLY THEREOF AND ADJOINING SAID LOT 65, ALL IN COOK COUNTY ILLINOIS.

PARCEL 7:

LOT 66 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NOP, 1'H OF A LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LEVE OF WEST 15TH STREET, TOGETHER WITH THAT PART OF THE 16-FOOT WIDE ALLEY VACATED BY DOCUMENT 0730215122 LYING SOUTHEASTERLY THI REOF AND ADJOINING SAID LOT 66, ALL IN COOK COUNTY ILLINOIS.

PARCEL 8:

LOT 1 IN ROBERT H. WALKER'S SUBDIVISION OF LOTS 71, 72, 73 AND 74 IN BLOCK 9 OF SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE WHICH IS 116.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST 15TH STREET, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1881 AS DOCUMENT 338061 IN COOK COUNTY, ILLINOIS.

PARCELS I THROUGH 8, INCLUSIVE, ALSO KNOWN AS:

THAT PART OF LOTS 58, 59, 60, 61, 62, 63, 64, 65 AND 66 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST HALF OF

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SAID TRACT), TOGETHER WITH THAT PART OF THE 16-FOOT WIDE ALLEY VACATED BY DOCUMENT 0730215122 LYING SOUTHERLY THEREOF AND ADJOINING SAID LOTS, AND TOGETHER WITH THAT PART OF LOT 1 IN ROBERT H. WALKER'S SUBDIVISION OF LOTS 71, 72, 73 AND 74 IN BLOCK 9 OF SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1881 AS DOCUMENT 338061, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 58; THENCE SOUTH 01 DEGREFS 2. MINUTES 00 SECONDS EAST, ALONG WEST LINE OF SOUTH RACINE AVENUE, 146.04 FEET TO A LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST 15TH STREET; THENCE SOUTH 88 DEGREES 29 MINUTES 35 SECONDS WEST, ALONG SAID PARALLEL LINE, 213.51 FEET TO THE SOUTHEASTERLY LINE OF BLUE ISLAND AVENUE; THENCE NORTH 32 DEGREES 08 MINUTES 10 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 174.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 58; THENCE NORTH 88 DEGREES 07 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 58, ALSO BEING THE SOUTH LINE OF VEST 14TH PLACE, 117.07 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY (L_INOIS.

TRACT 2

PARCEL 1:

A PARCEL OF LAND COMPRISED OF A PART OF &LOCK 9 IN WILLIAM SAMPSON'S SUBDIVISION OF BLOCKS 7, 9, 10, 15 AND 16 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISON OF THE NOR IHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST HALF OF SAID TRACT), IN COOK COUNTY ILLINOIS, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 15TH STREET WITH THE SOUTHEASTERLY LINE OI SOUTH BLUE ISLAND AVENUE, SAID INTERSECTION BEING ALSO THE SOUTHWESTERLY CORNER OF LOT 70 IN SAID BLOCK 9 OF WILLIAM SAMPSON'S SUBDIVISION; THENCE NORTHEASTWARDLY ALONG THE SOUTHEASTERLY LINE OF SOUTH BLUE ISLAND AVENUE. A DISTANCE OF 142.45 FEET TO AN INTERSECTION WITH A LINE WHICH IS 118.46 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST 15TH STREET; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 153.55

FEET TO THE CENTER LINE OF THE VACATED ALLEY, 16.00 FEET WIDE; THENCE SOUTHWESTWARDLY ALONG SAID CENTER LINE OF THE VACATED ALLEY, A DISTANCE OF 142.45 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF WEST 15TH STREET; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 153.55 FEET TO THE POINT OF BEGINNING.

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PARCEL 2:

A PARCEL OF LAND COMPRISED OF A PART OF LOT 1 AND ALL OF LOTS 2, 3, 4 AND 5 IN ROBERT H. WALKER'S SUBDIVISION OF LOTS 71, 72, 73 AND 74 IN BLOCK 9 OF SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST OUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST HALF OF SAID TRACT), IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE SOUTHEASTERLY HALF OF THAT PORTION OF THE VACATED ALLEY, 16.00 FEET WIDE, LYING NORTHWESTERLY OF AND ADJOINING SAID LOTS 1 THROUGH 5, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INDERSECTION OF THE NORTH LINE OF WEST 15TH STREET WITH THE WEST LINE OF SOUTH RACINE AVENUE, SAID POINT OF INTERSECTION BEING ALSO THE SOUTHEAST CORNER OF LOT 5 IN SAID ROBERT H. WALKER'S SUBDIVISION: THENCE NORTH ALONG THE WEST LINE OF SOUTH RACINE AVENUE, A DISTANCE OF 118.46 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LIVE OF WEST 15TH STREET, A DISTANCE OF 60.14 FEET TO THE CENTER LINE OF SAID VACATED ALLEY; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE, A DISTANCE OF 142.45 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF WEST 15TH STREET; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 139.25 FEET TO THE POINT OF BEGINNING.

Address: 1441-1469 S. Blue Island Avenue and 1488 S. Racine

Chicago, Illinois 60608

Tax Parcel Numbers:

17-20-125-001-0000; 17-20-125-002-0000; 17-20-125-003-0(00; 17-20-125-004-0000; 17-20-125-005-0000; 17-20-125-006-0000; 17-20-125-007-0000; 17-20-125-008-0000; 17-20-125-009-0000; 17-20-125-011-0000;