



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc# 2310922003 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/19/2023 09:30 AM PG: 1 OF 12

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Akerman LLP  
1251 Avenue of the Americas, 37th Floor  
New York, New York 10020  
Attention: Randy Tickers, Esq.

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  
**SOUTH SHORE SNF REALTY, LLC**

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**7257 N. Lincoln Avenue Lincolnwood IL 60712 USA**

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  
**LINCOLN PARK SNF REALTY, LLC**

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**7257 N. Lincoln Avenue Lincolnwood IL 60712 USA**

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  
**X-CALIBER FUNDING LLC**

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**at 3 W. Main St., Suite 103 Irvington NY 10533 USA**

4. COLLATERAL: This financing statement covers the following collateral:  
See Schedule A attached hereto and made a part hereof.

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:  
File in Cook County, Illinois

**UNOFFICIAL COPY****UCC FINANCING STATEMENT ADDITIONAL PARTY**

## FOLLOW INSTRUCTIONS

18. 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

18a. ORGANIZATION'S NAME <b>SOUTH SHORE SNF REALTY, LLC</b>	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME <b>SYMPHONY SOUTH SHORE LLC</b>					
OR					
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
19c. MAILING ADDRESS <b>7257 N. Lincoln Avenue</b>		CITY <b>Lincolnwood</b>	STATE <b>IL</b>	POSTAL CODE <b>60712</b>	COUNTRY <b>USA</b>

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME <b>SYMPHONY LINCOLN PARK LLC</b>					
OR					
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
20c. MAILING ADDRESS <b>7257 N. Lincoln Avenue</b>		CITY <b>Lincolnwood</b>	STATE <b>IL</b>	POSTAL CODE <b>60712</b>	COUNTRY <b>USA</b>

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME <b>SYMPHONY IVY LLC</b>					
OR					
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
21c. MAILING ADDRESS <b>7257 N. Lincoln Avenue</b>		CITY <b>Lincolnwood</b>	STATE <b>IL</b>	POSTAL CODE <b>60712</b>	COUNTRY <b>USA</b>

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME					
OR					
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
22c. MAILING ADDRESS <b>7257 N. Lincoln Avenue</b>		CITY <b>Lincolnwood</b>	STATE <b>IL</b>	POSTAL CODE <b>60712</b>	COUNTRY <b>USA</b>

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME					
OR					
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

24. MISCELLANEOUS:

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## UCC FINANCING STATEMENT ADDITIONAL PARTY

### FOLLOW INSTRUCTIONS

18. 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

	18a. ORGANIZATION'S NAME <b>SOUTH SHORE SNF REALTY, LLC</b>		
OR	18b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME		
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

	19a. ORGANIZATION'S NAME <b>SYM3CHICAGO MASTER TENANT LLC</b>			
OR	19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>7257 N. Lincoln Avenue</b>	<b>Lincolnwood</b>	<b>IL</b>	<b>60712</b>	<b>USA</b>

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

	20a. ORGANIZATION'S NAME			
OR	20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

	21a. ORGANIZATION'S NAME			
OR	21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

22.  ADDITIONAL SECURED PARTY'S NAME *or*  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

	22a. ORGANIZATION'S NAME			
OR	22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

23.  ADDITIONAL SECURED PARTY'S NAME *or*  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

	23a. ORGANIZATION'S NAME			
OR	23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

24. MISCELLANEOUS:

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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

**SOUTH SHORE SNF REALTY, LLC**

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:

**See Exhibit A attached.**

17. MISCELLANEOUS:

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## SCHEDULE A to UCC

DEBTOR: **SOUTH SHORE SNF REALTY, LLC**, an Illinois limited liability company  
**LINCOLN PARK SNF REALTY, LLC**, an Illinois limited liability company  
**SYMPHONY SOUTH SHORE LLC**, an Illinois limited liability company  
**SYMPHONY LINCOLN PARK LLC**, an Illinois limited liability company  
**SYMPHONY IVY LLC**, an Illinois limited liability company  
**SYM3CHICAGO MASTER TENANT LLC**, a Delaware limited liability company

SECURED PARTY: **X-CALIBER FUNDING LLC**, a New York limited liability company

All right, title and interest of Debtor in and to:

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors, cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs and social network pages; computer equipment (hardware and software); all kitchen or restaurant supplies and facilities; dining room supplies and facilities; medical supplies and facilities; leasehold improvements or related furniture and equipment; including all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions of the foregoing, and the proceeds thereof (cash and non-cash, including insurance proceeds) and any other equipment, supplies or furniture owned by Mortgagor and leased to any third party service provider or any operator or manager of the Premises or the Improvements; and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Premises

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or the Improvements or are located on the Premises or in the Improvements, owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Mortgagor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Mortgaged Property is located (the "UCC"), superior in lien to the lien of this Mortgage;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases, subleases, and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including, without limitation, any residency, occupancy, admission and care agreements pertaining to residents of the Mortgaged Property, and including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, subsidy payments received from any sources, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, tenant security deposits, entrance fees (if any), application fees, processing fees, community fees and any other amounts or fees forfeited by any resident or tenant (excluding Resident Trust Funds), together with and including all proceeds from any private insurance for residents to cover rental charges and charges for services at or in connection with the Mortgaged Property, and the right to payments under Reimbursement Contracts (other than Medicaid payments from governmental entities) due for the rents or services of residents at the Mortgaged Property and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Mortgagor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of

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any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(f) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property), all rights to payment from Medicare or Medicaid programs or similar state or federal programs, boards, bureaus or agencies, and rights to payment from patients, residents, private insurers, and others arising from the operation of the Facility, including rights to payment pursuant to Reimbursement Contracts, any and all "health-care insurance receivables" (as defined in the UCC) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles");

(h) all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Premises and any part thereof and any Improvements or any business or activity conducted on the Premises and any part thereof, including, without limitation, business licenses, state health department licenses, food service licenses, licenses to conduct business, certificates of need and all such other permits, licenses and rights, obtained from any governmental, quasi-governmental or private person or entity whatsoever concerning ownership, operation, use or occupancy, and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Mortgagor thereunder;

(i) all inventories of food, beverages and other comestibles owned and held by Mortgagor for sale or use at or from the Premises, and soap, paper supplies, medical supplies, drugs and all other such goods, wares and merchandise held by Mortgagor (including, without limitation, embedded software) for sale to or for consumption by residents, guests or patients of the Facility and all such other goods returned to or repossessed by Mortgagor;

(j) all third-party Reimbursement Contracts for the Facility which are now or hereafter in effect with respect to residents or patients qualifying for coverage under the same, including Medicare and Medicaid, any health maintenance organization, preferred provider organization, individual practice association, competitive medical plan, or similar arrangement, entity, organization or Person, and private insurance agreements, and any successor program or other

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similar reimbursement program and/or private insurance agreements, now or hereafter existing; and

(k) the leasehold estate in and to the Premises, the Improvements and all of the foregoing described Mortgaged Property created pursuant to the lease agreement(s) by and between each Individual Operator and Master Tenant, as more particularly described on Exhibit B attached hereto (as amended from time to time in accordance with the Loan Documents, individually and collectively, the "Operating Lease"), together with all rights of each Individual Operator, as tenant, under the Operating Lease, and all rights of use, occupancy and enjoyment and in and to all rents, income and profits arising from or pursuant to the Operating Lease, and all modifications, extensions, replacements and renewals of the Operating Lease, and all credits, deposits (including, without limitation, any deposit of cash, securities or any other property which may be held to secure each Individual Operator's performance of its obligations under the Operating Lease), options (including any options to purchase or extend or renew set forth in the Operating Lease), privileges and rights of each Individual Operator under the Operating Lease (including all rights of each Individual Operator to treat the Operating Lease as terminated under Section 365(h) of the Bankruptcy Code or any other state or federal insolvency, reorganization, moratorium or similar law for the relief of debtors (a "Bankruptcy Law"), or any comparable right provided under any other Bankruptcy Law, together with all rights, remedies and privileges related thereto) and all guarantees, if any, of the Operating Lease, and all of each Individual Operator's claims and rights to the payment of damages that may arise from each Individual Operator's failure to perform under the Operating Lease, or rejection of the Operating Lease under any Bankruptcy Law, and any greater estate in the premises demised by the Operating Lease as hereafter may be acquired by each Individual Operator, and together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto, and all of the estate, right, title, interest, claim and demand whatsoever of each Individual Operator therein or thereto, either at law or in equity, in possession or in expectancy, now owned or hereafter acquired;

(l) all rights of South Shore Property Owner under the Parking Lease; and

(m) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

(n) Without limiting the generality of any of the foregoing, in the event that a case under the Bankruptcy Code is commenced by or against Mortgagor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this Mortgage shall automatically extend to all Rents acquired by the Mortgagor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

This UCC-1 Financing Statement is filed in connection with that certain Fee and Leasehold Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded contemporaneously herewith (the "**Security Instrument**") covering, among other things, the fee simple and leasehold estate of Debtor in the Property (as defined in the Security Instrument) and intended to be duly recorded in the county in which the Property is located. Capitalized terms not defined in the exhibit have the meanings given to them in the Security Instrument.



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## EXHIBIT A to UCC

### Legal Description

#### AS TO LINCOLN PARK:

THAT PORTION OF LOT 9 OF THE COUNTY CLERK'S DIVISION OF BLOCK 43 OF SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 132.10 FEET OF SAID LOT, ALSO;

ALL THAT PART OF THE EAST 132.10 FEET OF SAID LOT 9 OF COUNTY CLERK'S DIVISION OF BLOCK 43 OF SHEFFIELD'S ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST 132.10 FEET OF SAID LOT 9, WHICH POINT IS 99.64 FEET EAST FROM THE EAST LINE OF SOUTHPORT AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 132.10 FEET OF SAID LOT 9, A DISTANCE OF 595.80 FEET TO THE SOUTH LINE OF WEST ALTGELD STREET; THENCE EAST ALONG THE SOUTH LINE OF WEST ALTGELD STREET, A DISTANCE OF 9.60 FEET TO A POINT, THENCE SOUTH ON A STRAIGHT LINE, 9.60 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SAID EAST 132.10 FEET OF SAID LOT 9, A DISTANCE OF 123.00 FEET TO A POINT; THENCE WEST PARALLEL TO AND 123.00 FEET FROM THE SOUTH LINE OF WEST ALTGELD STREET, A DISTANCE OF 6.90 FEET TO A POINT; THENCE SOUTH PARALLEL TO AND 2.70 FEET FROM THE WEST LINE OF SAID EAST 132.10 FEET OF SAID LOT 9, A DISTANCE OF 472.80 FEET TO THE NORTH LINE OF FULLERTON AVENUE; THENCE WEST ALONG THE NORTH LINE OF FULLERTON AVENUE, A DISTANCE OF 2.70 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 1366 W. Fullerton Ave, Chicago, IL 60614 and 2437 N. Southport Ave, Chicago, IL 60614

#### AS TO SOUTH SHORE:

PIN 14-29-321-040-0000

TRACT 1 (FEE SIMPLE):

LOT 2 IN DIVISION NO. 3 IN SOUTH SHORE SUBDIVISION IN THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 2 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 2, 12 FEET 3-1/4 INCHES SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY 74 FEET 5-1/2 INCHES TO A GAS PIPE 11 FEET 5-3/4 INCHES WESTERLY AT A RIGHT ANGLE TO THE EASTERLY LINE OF SAID LOT; THENCE WEST 46 FEET 6 INCHES TO A GAS PIPE ON THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF LOT 9 OF SAUNDERS SUBDIVISION OF LOT 1 IN SAID DIVISION NO. 3 AT A POINT 49 FEET 11 INCHES SOUTHWESTERLY OF

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THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF SAID LOT 9 OF SAUNDERS SUBDIVISION AFORESAID 49 FEET 11 INCHES TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 2 TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2, 12 FEET 3-1/4 INCHES TO THE PLACE OF BEGINNING.

ALSO THAT PART OF LOT 3 IN DIVISION 3, SOUTH SHORE SUBDIVISION, IN THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A STRAIGHT LINE, THE NORTH POINT OF SAID LINE BEING ON THE NORTH LINE OF SAID LOT 3 AND 134 FEET 10 INCHES WEST OF THE NORTHEAST CORNER OF SAID LOT AND THE SOUTH POINT OF SAID LINE BEING ON THE SOUTHERLY LINE OF SAID LOT 3 AND 148 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT. ALSO A PART OF LOT 2 OF SAID DIVISION 3 AND LOTS 7 AND 9 AND A PART OF LOT 8 IN SAUNDERS SUBDIVISION OF LOT 1, DIVISION 3, SOUTH SHORE SUBDIVISION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 2, 12 FEET 3-1/4 INCHES SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY 74 FEET 5-1/2 INCHES TO A GAS PIPE 11 FEET 5-3/4 INCHES WESTERLY AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT; THENCE WEST 46 FEET 6 INCHES TO A GAS PIPE IN THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF LOT 9 OF SAUNDERS SUBDIVISION OF LOT 1, SAID DIVISION 3, AT A POINT 49 FEET 11 INCHES SOUTHWEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWESTERLY 66 FEET 7-1/4 INCHES ON THE NORTHERLY LINE OF SAID LOT 2, DIVISION 3, AND THE SOUTHERLY LINE OF LOTS 9 AND 8 OF SAUNDERS SUBDIVISION AFORESAID, TO A POINT ON THE WEST LINE OF LOT 7, EXTENDED SOUTH ACROSS SAID LOT 8; THENCE NORTH ON SAID LINE, CROSSING SAID LOT 8 AND ON THE WEST LINE OF SAID LOT 7, 111 FEET 1/2 INCH TO THE NORTHWEST CORNER OF SAID LOT 7 OF SAUNDERS SUBDIVISION; THENCE EAST ON THE NORTH LINE OF SAID LOTS 7 AND 9 OF SAUNDERS SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 3, DIVISION 3, AFORESAID; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 2 AFORESAID, 12 FEET 3-1/4 INCHES TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

OTHER WISE DESCRIBED AS FOLLOWS:

LOT 2 AND THAT PART OF LOT 3, LYING WESTERLY OF A STRAIGHT LINE, THE NORTH POINT OF SAID LINE BEING ON THE NORTH LINE OF SAID LOT 3, AND 134 FEET 10 INCHES WEST OF THE NORTHEAST CORNER OF SAID LOT, AND THE SOUTH POINT OF SAID LINE BEING ON THE SOUTHERLY LINE OF SAID LOT 3, AND

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148 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT, IN DIVISION 3, SOUTH SHORE SUBDIVISION, IN THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO LOTS 7 AND 9 AND THAT PART OF LOT 8 LYING EAST OF THE WEST LINE OF SAID LOT 7 EXTENDED SOUTH, ALL IN SAUNDERS SUBDIVISION OF LOT 1, DIVISION 3, SOUTH SHORE SUBDIVISION AFORESAID; ALL IN COOK COUNTY, ILLINOIS.

EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 7 AND LOT 8 IN SAUNDERS SUBDIVISION OF LOT 1, DIVISION 3, SOUTH SHORE SUBDIVISION IN THE NORTH FRACTIONAL HALF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF LOT 2 IN DIVISION 3, SOUTH SHORE SUBDIVISION IN THE NORTH FRACTIONAL HALF SECTION 30 AFORESAID, A DISTANCE OF 12 FEET 3-1/4 INCHES SOUTHWESTERLY OF WE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG AN ASSUMED BEARING OF NORTH 34°29'35" WEST 74 FEET 5 1/2 INCHES TO A GAS PIPE 11 FEET 5-3/4 INCHES WESTERLY AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTH 89°04'28" WEST A DISTANCE OF 46 FEET 6 INCHES TO A GAS PIPE IN THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF LOT 9 OF SAUNDERS SUBDIVISION OF LOT 1, SAID DIVISION 3, AT A POINT 49 FEET 11 INCHES SOUTHWEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 55°32'48" WEST A DISTANCE OF 66 FEET 7-1/4 INCHES ON THE NORTHERLY LINE OF SAID LOT 2, DIVISION 3, AND THE SOUTHERLY LINE OF LOTS 9 AND 8 OF SAUNDERS SUBDIVISION AFORESAID, TO A POINT ON THE WEST LINE OF LOT 7, EXTENDED SOUTH ACROSS SAID LOT 8; THENCE NORTH 01°08'58" WEST ON SAID LINE, CROSSING SAID LOT 8 AND ON THE WEST LINE OF SAID LOT 7, A DISTANCE OF 0.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°18'58" WEST ON SAID LINE, CROSSING SAID LOT 8 AND ON THE WEST LINE OF SAID LOT 7, A DISTANCE OF 110.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 OF SAUNDERS SUBDIVISION; THENCE NORTH 88°46'31" EAST ON THE NORTH LINE OF SAID LOT 7 OF SAUNDERS SUBDIVISION 2.46 FEET; THENCE SOUTH 01°18'29" EAST 15.15 FEET; THENCE SOUTH 88°41'31" WEST 0.87 FEET; THENCE SOUTH 01°17'13" EAST 54.23 FEET; THENCE NORTH 89°28'10" EAST 0.74 FEET; THENCE SOUTH 01°17'13" EAST 40.17 FEET; THENCE SOUTH 57°42'23" WEST 2.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 2 (FEE SIMPLE):

THAT PART OF LOT 3 IN THIRD DIVISION OF SOUTH SHORE SUBDIVISION IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT A POINT WHERE THE SOUTH LINE OF SOUTH SHORE DRIVE INTERSECTS THE WEST LINE OF COLES AVENUE (SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 3); THENCE WEST ALONG THE SOUTH LINE OF SOUTH SHORE DRIVE, A DISTANCE OF 134 FEET 10 INCHES; THENCE SOUTHEASTERLY A DISTANCE OF 119.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF LOT 3, SAID POINT BEING 148 FEET SOUTHWESTERLY, MEASURED ALONG SAID LOT LINE, FROM THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 3 A DISTANCE OF 148 FEET TO THE WEST LINE OF COLES AVENUE; THENCE NORTHWESTERLY ALONG THE WEST LINE OF COLES AVENUE, A DISTANCE OF 37 FEET MORE OR LESS, TO THE PLACE OF BEGINNING.

TRACT 3 (EASEMENT):

THE APPURTENANT EASEMENT RIGHTS CONTAINED IN THAT CERTAIN CROSS DRIVEWAY LICENSE AGREEMENT, DATED OCTOBER 4, 1999 AND RECORDED OCTOBER 5, 1999 AS DOCUMENT NUMBER 99938958, IN COOK COUNTY, ILLINOIS.

Commonly known as 2425 E. 71st Street, Chicago, Illinois 60649

PINs 21-30-101-003-0000; 21-30-101-004-0000; 21-30-101-014-0000; 21-30-101-022-0000; 21-30-101-023-0000

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