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STATE OF ILLINOIS - UCC 1 and UCC 9
THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE
RECORD OWNER OF THE REAL ESTATE: NO () YES ()
NAME OF RECORD OWNER _____

() STATE CORPORATION COMMISSION
(X) CIRCUIT COURT FOR THE COUNTY OF COOK

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original
Financing Statement. The secured party must place
this same number on all subsequent statements

Index numbers of subsequent statement (For office use only)

Name and mail address of all debtors
No other name will be indexed.

Viola Cotton
8816 Dee Road
Des Plaines, Illinois 60016

Type of statement:

- () Original Financing Statement
() Continuation
() Amendment
(X) Assignment
() Partial Release of Collateral
() Termination

Name and address of Secured Party

Transcom, L.L.C.
901 W. Liberty Unit A
Wheaton, Illinois 60187

Name and address of Assignee

NW, L.L.C.
7610 40th Street
University Place, WA 98466

00092330

1231/0097 16 001 Page 1 of 7
2000-02-04 15:16:35
Cook County Recorder 33.50

Date of maturity if less than five years:

Check if proceeds of collateral are covered: ()

Description of collateral covered by Original Financing Statement:

(SEE ATTACHED EXHIBIT "A")

Space to record an amendment, assignment, release of collateral of a statement to cover collateral brought into
Illinois from another jurisdiction

Describe Real Estate if applicable

Signature of Debtor

Name: _____

Signature of Secured Party

Name: _____

UCC1.xls

Loan File #:

00092330

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Legal Description

C-625725-C5

Lots 52 and 53 in the subdivision of the West 111 feet of the Northwest 1/4 of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, lying Northeast of South Chicago Avenue in Cook County, Illinois.

Permanent Tax Index Number 20-36-101-009, Volume 272.

Property of Cook County Clerk's Office

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EXHIBIT "A"
Property Description

THE LAND REFERRED TO HEREIN IS SITUATED IN COOK COUNTY, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOTS 52 AND 53 IN THE SUBDIVISION OF THE WEST 111 FEET OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF SOUTH CHICAGO AVENUE IN COOK COUNTY, ILLINOIS.


PROPERTY ADDRESS: 7908 S. RIDGELAND, CHICAGO, IL 60617

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EXHIBIT "B" Capital Replacements

"Capital Replacements" shall mean certain non-recurring types of costs and expenses incurred by Borrower for interior and exterior work to the Mortgaged Property, including without limitation, any work to be performed pursuant to an inspection or survey performed by an engineer, environmental engineer or other inspector, and the performance of work to the roofs, chimneys, gutters, downspouts, paving, curbs, driveways, ramps, balconies, porches, patios, exterior walls, exterior doors, windows, elevators, and mechanical and HVAC equipment (collectively "Repairs") provided such costs and expenses incurred for repairs (i) are not incurred for ordinary wear and tear at the Mortgaged Property, and (ii) are categorized under GAAP as capital expenses and not as operating expenses.

Property of Cook County Clerk's Office



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Financing Statement; Exhibit "A"

Attached to that certain UCC-1 Financing Statement executed by VIOLA COTTON, an Individual ("Debtor").

LOCATION OF PERSONAL PROPERTY COLLATERAL LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN COOK COUNTY, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOTS 52 AND 53 IN THE SUBDIVISION OF THE WEST 111 FEET OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF SOUTH CHICAGO AVENUE IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 7908 S. RIDGELAND, CHICAGO, IL 60617

SAID PROPERTY IS IDENTIFIED BY ASSESSOR'S PARCEL NUMBER(S): 20-36-101-009



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Financing Statement; Exhibit "B"

Attached to that certain UCC-1 Financing Statement executed by VIOLA COTTON, an Individual ("Debtor").

All of Debtor's present and future right, title and interest in and to all of the following:

(1) All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit A and/or the improvements on such real property (the "Property"): machinery, equipment, engines, boilers, incinerators, 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; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "Fixtures");

(2) All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "Personalty");

(3) All current and future rights, including all rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B;

(5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");

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(8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit B, and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests (collectively, the "impositions") by any municipal, state or federal authority or insurance company;

(10) All tenant security deposits which have not been forfeited by any tenant under any Lease;

(11) All funds on deposit pursuant to any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Property does not increase to a level specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account;

(12) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it; and

(13) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.