

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets. Preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

For Filing Officer
(Date, Time, Number, and Filing Office)

Secured Party(ies) and address(es)
Wells Fargo Bank Minnesota,
National Association as
Collateral Agent, f/k/a Norwest
Bank Minnesota, National
Association
Corporate Trust Services
1015 10th Avenue SE
Minneapolis, MN 55414

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Collateral description on attachment

ASSIGNEE OF SECURED PARTY

2. (If collateral is crops) The above described crops are growing or are to be grown on:
(Describe Real Estate)

0010516901

3. (If applicable) [The above goods are to become fixtures on...] ~~[Strike whatever words are struck through...]~~ ~~[Strike whatever words are struck through...]~~
~~[Strike what is inapplicable - (Describe Real Estate)]~~
 The property description is located on Exhibit "B" attached hereto.

and this financing statement is to be filed in the real estate records (if the debtor does not have an interest of record)
The name of a record owner is _____

4. ☒ Products of Collateral are also covered!

5 Additional sheets presented.

X Filed with Recorder's Office of Cook County, Illinois.

CNJ Funding 2001-A, LP, a Delaware limited partnership

By: _____
(Signature of Debtor)

(Secured Party)*

See attached Exhibit "A"

* Signature of Debtor Required in Most Cases:
Signature of Secured Party in Cases Covered by UCC §9-402 (2).

(1) FILING OFFICER - ALPHABETICAL

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-2—REV. 4-73

This form of financing statement is approved by the Secretary of State.

11-2-031097

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ATTACHMENT TO ILLINOIS UCC-2:

**CNL FUNDING 2001-A, LP, A DELAWARE LIMITED PARTNERSHIP
(DEBTOR)**

ITEMS CONTINUED FROM FORM:

1. This financing statement covers the following property:

THIS FIXTURE FILING IS TO BE RECORDED IN THE REAL ESTATE RECORDS.

The collateral covered by this financing statement is described on Exhibit "A" attached hereto.

914332/80830 - Bakers Square, #20205, Rolling Meadows, IL

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EXHIBIT "A"

All right, title and interest of Debtor in and to the following (collectively, the "Property"):

- (1) The real property described in Exhibit "B" attached hereto and made a part hereof (the "Land");
- (2) All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument (as defined below);
- (3) The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
- (4) All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (5) All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located, superior in lien to the lien of the Security Instrument and all proceeds and products of the above;
- (6) All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into by or with the Borrower and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and 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 indebtedness secured by the Security Instrument;
- (7) All proceeds of and any unearned premiums on any insurance policies covering the Property, including without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (8) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

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(9) All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(10) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(11) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(12) 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 Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including without limitation, the right, upon the occurrence and during the continuance of an Event of Default (as defined in the Security Instrument), or any other document executed in connection therewith, to receive and collect any sums payable to Debtor thereunder; and

(13) All trademarks, tradenames, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property.

This UCC-1 Financing Statement is filed in connection with a certain Commercial Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2001 (the "Security Instrument") in the principal sum of \$931,818.18 given by Debtor to Secured Party covering the estate of Debtor in the Property and intended to be duly recorded in Cook County, Illinois.

[Signatures on Next Page]

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CNL FUNDING 2001-A, LP, a Delaware limited partnership

BY: CNL FUNDING 2001-A, INC., a Delaware corporation, as General Partner

By: 
Lisa S. Foster, as Vice President

(CORPORATE SEAL)

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Exhibit "B"

Legal Description

Bakers Square #20205/Cook County, Rolling Meadows, IL

THAT PART OF LOT 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 4 IN SAID 58-62 VENTURE SUBDIVISION; THENCE SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST, 271.97 FEET TO A POINT BEING 297.66 FEET EASTERLY OF THE SOUTHWESTERLY CORNER OF LOT 6 IN SAID 58-62 VENTURE SUBDIVISION; THENCE CONTINUING SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST A DISTANCE OF 20.03 FEET; THENCE SOUTH 64 DEGREES 18 MINUTES 39 SECONDS EAST, 123.39 FEET; THENCE NORTH 21 DEGREES 25 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 257.07 FEET TO A POINT IN THE NORTHEASTERLY LINE OF LOT 4 IN SAID 58-62 VENTURE SUBDIVISION, SAID LINE BEING AN ARC OF A CIRCLE CONVEX NORTHEASTERLY HAVING A RADIUS OF 2,814.79 FEET; THENCE NORTHWESTERLY ALONG SAID ARC FOR A DISTANCE OF 170.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

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