# STATE OF ILLINOIS UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

REORDER FROM MODERN LAW FORMS ITASCA, IL (708) 875-1122

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 filling 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.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Allina Offic	er for filing pursuant to
This STATEMENT is presented to a filing offic	Secured Party(ies) and address(es)
The state of the s	l - 1-m Dank i
Hoffman Estates Development Hoffman Estates Development	350 East Dundee Road
Hoffman Estates Development Venture Limited Partnershi Hoffman Estates Development Hoffman Estates Development Venture, Inc. Venture, Inc.	Wheeling, IL 60090
1800 McDonough Road Hoffman Estates, IL 60192	Wheeling, In 60056 Attr: Gregory J. Miller
Hoffman Estates, IL 60172	
Attn: Jan Ribando	ing types (or items) of Droperty:

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6339/0151 18 001 Page 2001-07-19	09:56:28
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Cook County Recorder	g.s.
Cook Louncy "	

This financing statement covers the following types (or items) of Ocoperty: 1 attached and made a part hereof.

2.0(If collateral is crops) The above described crops are growing or are to be grown on-

ASSIGNEE OF SECURED PARTY

(Describe Real Estate) 3. (If applicable) The above goods are to become fixtures on [The above timber is standing on . . .] [The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on ...] (Strike what is inapplicable)-(Describe Real Estate)

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 o	f Collateral ar	e also	covered.

X_Additional	sheets presented. Recorder's Office of	Cook	County, Illinois.

See Attached

Signature of (Debtor)

(Secured Party)\*

\*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.

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3661 Court

#### **SIGNATURES**

HOFFMAN ESTATES DEVELOPMENT VENTURE LIMITED PARTNERSHIP, an Illinois limited partnership

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HOFFMAN ESTATES DEVELOPMENT VENTURE, INC., an Illinois corporation,

10644169

**BOX 333-CTI** 

Property of Cook County Clerk's Office

# 10644159

### **UNOFFICIAL COPY**

#### Schedule 1 to UCC-[1][2] Financing Statements

#### **Description of Collateral**

DEBTOR:

Hoffman Estates Development Venture Limited Partnership

and

Hoffman Estates Development Venture, Inc.

**SECURED** 

PARTY:

Cole Taylor Bank

- (1) All of Debtor's right, title and interest in and to the following personal property and fixtures now or hereafter owned by Debtor and located in or on the premises legally described on Exhibit A attached here to and made a part hereof (the "Premises"):
  - All buildings and improvements of every kind and description heretofore or (a) hereafter erected or placed on the Premises and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever, now or hereafter attached to or contained in or used in connection with the Premises and the buildings and improvements now or ne eafter located thereon and the operation, maintenance and protection thereof, including, without limitation, all machinery, motors, fittings, radiators, awnings, shades, screens, a gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and fixtures all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every naure and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the Premises and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner; and
  - (b) All right, title and interest of Debtor now owned or hereafter acquired in and to all and singular the estates, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil and water rights belonging or in any wise appertaining to the Premises and the buildings and improvements now or hereafter located hereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Debtor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent or for security) under any and all leases, and all credits, deposits, privileges, rights, options to renew, extend and any other

options or rights of Debtor under all leases and renewals thereof or under any contracts or options for the sale of all or any part of said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Debtor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Secured Party; and

- All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Premises or any part thereof or any building or other improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets; and
- (d) All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter by installation or writing of any kind, be subjected to the lien hereof; and
- (e) All rights in and to common areas and a cers roads on adjacent properties heretofore or hereafter granted to Debtor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Premises or any part thereof; and
- (f) Any and all additions and accessories to all of the foregoing and any and all products, proceeds, renewals, replacements and substitutions of all of the relegoing; and
- (2) All of Debtor's right, title and interest in and to the following property new or hereafter owned by Debtor:
  - (a) All accounts, Receivables (as such term is hereinafter defined), causes of action, contract rights, general intangibles, goodwill, trademarks, trade names, copyrights, patent rights, chattel paper, instruments, documents, acceptances, notes, drafts, inventory, goods, securities, deposits, cash, tax refunds, books, records, customer and supplier lists, ledgers, invoices, purchase and sales orders, data processing, computer records, computer and telecommunications systems, including software systems incidental thereto, insurance

policies and certificates, guaranties, liens, and other personal property, and all proceeds, products, renewals, substitutions, replacements, additions and accessions thereto; and

- (b) All monies, reserves, deposits, deposit accounts and interest or dividends thereon, securities, cash, and cash equivalents and other property now or at any time or times hereafter in the possession or under the control of Secured Party or its bailee; and
- (c) All machinery, equipment, apparatus, appliances, furniture, furnishings, fixtures and supplies, whether now owned or hereafter acquired; and all proceeds, products, renewals, substitutions, replacements, additions and accessions thereto; and
- Any and all goodwill, trademarks, trade names, option rights, books and records, and reneral intangibles of Debtor; and
- (e) Ary and all rights of Debtor under any contracts executed by Debtor with any provider of goods or services for or in connection with any construction undertaken on or services performed on to be performed in connection with any property; and
- (f) Any and all additions and accessories to all of the foregoing and any and all proceeds, renewals, replacements and substitutions of all of the foregoing; and
- (g) All other Collateral or property with respect to which Debtor has or may hereafter grant to Secured Party a lien or security interest; and
- (h) Any and all additions and accessories to all of the foregoing and any and all proceeds, renewals, replacements and substitutions of all of the foregoing.

For purposes hereof, the term "Receivables" shall mean and include all of Debtor's present and future rights to payment for goods, merchandise or inventory sold or leased or for services rendered, including, without limitation, those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance, whether or not the same are listed on any schedules, reports or assignments furnished to Secured Party from time to time, or any letters of credit on which Debtor is named as beneficiary, contract rights, chatter paper, instruments, documents, insurance proceeds, and all such obligations whatsoever owing to Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any goods, merchandise or Inventory which any of the same may represent, all rights in any returned or repossessed goods, merchandise and Inventory, and all right, title, security and guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit, replevin and reclamation and all other rights and remedies of an unpaid vendor

or lienor, and any liens held by Debtor as a mechanic, contractor, subcontractor, processor, materialman, machinist, manufacturer, artisan or otherwise.

> HOFFMAN ESTATES DEVELOPMENT VENTURE LIMITED PARTNERSHIP, an Illinois limited partnership

**HOFFMAN ESTATES** By: DEVELOPMENT VENTURE. INC., an Illinois corporation, General Partner

VEI.
By: HOFFMAN ESTATES DEVELOPMENT VENTURE, INC., an Illinois corporation,

T'S OFFICE

#### **EXHIBIT A**

#### **Legal Description**

Part of the Northwest Quarter and the Northeast Quarter of Section 9, Township 41 North, Range 9, East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of said Northeast Quarter, thence South 50 degrees 00 minutes 28 seconds West, along the Easterly line of lands conveyed by Document No. 15722947, a distance of 77.00 feet to the point of beginning; thence South 89 degrees 30 minutes 04 seconds East, along a line parallel with, and 50 feet Southerly of as measured perpendicular to, the North line of said Northeast Quarter, part of said parallel line lying within said Northeast Quarter being the Souther's right of way line of Shoe Factory Road as found in Document No. 16052039, a distance of 199.99 feet to the Westerly line of the Estates of Deer Crossing, Unit One, recorded February 24, 1993 as Document No. 93-143139; thence South 00 degrees 29 minutes 56 seconds West, along said Westerly line a distance of 501.00 feet; thence South 62 degrees 50 minutes 18 seconds West, a distance of 163.71 feet; thence North 00 degrees 29 minutes 56 seconds East, a distance of 30.00 feet; thence North 39 degrees 30 minutes 04 seconds West, a distance of 90.00 feet; thence North 00 degrees 29 minutes 56 seconds East, a distance of 125.50 feet; thence North 85 degrees 30 minutes 04 seconds West, a distance of 202.46 feet; thence North 00 degrees 29 minutes 56 seconds East, a distance of 218.75 feet to said Easterly line described in Document No. 15722947; thence North 50 degrees 00 minutes 28 seconds East, along said Easterly line, a distance of 312.25 feet to the point of beginning in Cock County, Illinois.

Ty#: 0(-09-200-011 0000

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Addarn: 1800 Mc Donough to

HOFFMAN ESTATES ILL