

# UNOFFICIAL COPY

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2001-08-17 13:50:42  
Cook County Recorder 33.00

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Peter A. Sarasek, Esq.
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;">           Quarles &amp; Brady LLC            500 West Madison Street            Suite 3700            Chicago, Illinois 60661         </div>



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME AMALGAMATED BANK OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 14, 1999 AND KNOWN AS TRUST #5846					
OR	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS c/o National Shopping Plazas, Inc., 333 W. Wacker, #2750		CITY Chicago	STATE IL	POSTAL CODE 60606	COUNTRY USA
1d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

### 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME WORTH, L.L.C.					
OR	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS c/o National Shopping Plazas, Inc., 333 W. Wacker, #2750		CITY Chicago	STATE IL	POSTAL CODE 60606	COUNTRY USA
2d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

### 3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME JOHN HANCOCK LIFE INSURANCE COMPANY					
OR	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS John Hancock Place 200 Clarendon Street		CITY Boston	STATE MA	POSTAL CODE 02117	COUNTRY USA

### 4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof

7941 226 222 F 59 P 3

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING	
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE)		optional		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

# BOX 333-CT1

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME AMALGAMATED BANK OF CHICAGO NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 14, 1999 AND KNOWN AS TRUST #5846			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

### 10. MISCELLANEOUS:

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### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

### 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

See Exhibit B attached hereto and made a part hereof

16. Additional collateral description:

See Exhibit A attached hereto and made a part hereof

15. Name and address of a RECORD OWNER of above-described real estate (# Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction -- effective 30 years

Filed in connection with a Public-Finance Transaction -- effective 30 years

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

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EXHIBIT A

All right, title, interest and estate of Debtor in and to the real property or properties described on Exhibit B attached hereto (the "Land"), together with 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 that certain Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of July 30, 2001, from Debtor for the benefit of Secured Party (the "Additional Land") and any and all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Land or any part thereof (the "Improvements"; the Land, the Additional Land and the Improvements hereinafter collectively referred to as the "Real Property").

All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits 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 Real Property or any part thereof 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 or any part thereof 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 in law and in equity, of Debtor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.

All machinery, equipment, fixtures and other property of every kind and nature whatsoever owned by Debtor or in which Debtor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor or in which Debtor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto or usable in connection with the present or future operation and occupancy of the Real Property, including but not limited to all heating, ventilating, air conditioning, plumbing, lighting, communications and elevator machinery, equipment and fixtures (hereinafter collectively called the "Equipment") and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Mortgaged Property is located (the "Uniform Commercial Code")) superior, inferior or pari passu in lien to the lien of the Mortgage. In connection with Equipment which is leased to Debtor or which is subject to a lien or security interest which is superior to the lien of the Mortgage, all right, title and interest of Debtor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment.

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, whether from the

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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 said right) or for a change of grade or for any other injury to or decrease in the value of the Real Property.

All leases and subleases (including without limitation all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof now or hereafter entered into (including any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property), together with any extension or renewal of the same (the "Leases") and all income, rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) (the "Rents") and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof, 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 Real Property or any part thereof.

All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same which may be payable or available with respect to the Real Property.

The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Secured Party in the Real Property or any part thereof.

All accounts receivable (including rights to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered), escrows, documents, instruments, chattel paper, claims deposits, general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, books, records, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods and services for or in the Real Property and any contract for management or any other provision for services), actions and causes of action which now or hereafter relate to, are derived from or are used in connection with the Real Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon, interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Property or any part thereof (the "Intangibles").

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Loan No. 6517583

All rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Property or any part thereof.

All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

Any and all proceeds and products of any of the foregoing and any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Debt and the performance of Debtor's obligations to Secured Party including, without limitation, any escrow or reserve fund held by Secured Party.

Property of Cook County Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION

TRACT "A"

THE SOUTH 130 FEET OF LOT 3 AS MEASURED ON THE EAST LINE IN BLOCK 13 IN FREDERICK H. BARTLETT'S RIDGELAND ACRES SUBDIVISION, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 130.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 18 SECONDS WEST TO A POINT ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 114.56 FEET; THENCE SOUTH 16 DEGREES 36 MINUTES 18 SECONDS WEST TO A POINT ON THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 135.77 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 75.76 FEET TO THE POINT OF BEGINNING.

TRACT "B"

ALL OF LOT 2 IN ROBETA RESUBDIVISION OF LOTS 9 TO 21 AND 30 TO 89 TOGETHER WITH PART OF VACATED ALLEY IN BLOCK 4 IN ROBINSON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOT 2 TO THE WEST PER PLAT OF VACATION RECORDED NOVEMBER 30, 1999 AS DOCUMENT NUMBER 09118519; ALSO THAT PART OF LOT 22 AND 23 IN BLOCK 4 OF ROBINSON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18; ALSO LOTS 25 THROUGH 29, BOTH INCLUSIVE EXCEPT THAT PART TAKEN FOR ROAD PURPOSES PER CONDEMNATION CASE NUMBER 81L17070 IN SAID ROBINSON'S SUBDIVISION AND ALL OF THE VACATED EAST-WEST ALLEY ADJOINING SUCH LOTS TO THE NORTH AND PORTIONS OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOT 25 TO THE EAST PER SAID PLAT OF VACATION, ALL IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 IN ROBETA RESUBDIVISION, AFORESAID: THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 162.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST TO A POINT IN THE SOUTH LINE OF SAID LOT 2 BEING ALSO THE NORTH LINE OF LOT 22 IN

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BLOCK 4 OF SAID ROBINSON'S SUBDIVISION, A DISTANCE OF 10.00 FEET, SAID POINT BEING 27.00 FEET WEST OF THE ORIGINAL EAST LINE OF SAID LOT 22; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 30.00 FEET TO A POINT IN SAID LOT 23; THENCE SOUTH 45 DEGREES 04 MINUTES 53 SECONDS WEST 25.42 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH 2.00 FEET OF SAID LOT 23, A DISTANCE OF 18.00 FEET WEST OF THE WEST LINE OF SAID EAST 27.00 FEET THEREOF; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST TO A POINT IN THE CENTER OF SAID VACATED NORTH-SOUTH ALLEY PER SAID PLAT OF VACATION RECORDED AS DOCUMENT NUMBER 09118519, A DISTANCE OF 88.58 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID CENTER OF VACATED ALLEY, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 133.95 FEET TO A POINT IN THE WEST LINE OF SAID LOT 29 BLOCK 4, SAID POINT BEING ALSO THE NORTHWEST CORNER OF CONDEMNATION CASE NUMBER 81L17070; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 29 BLOCK 4 AND THE WEST LINE OF SAID EAST-WEST VACATED ALLEY, A DISTANCE OF 124.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 141.95 FEET TO A POINT IN THE WEST LINE OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 96.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 108.58 FEET TO THE POINT OF BEGINNING.

P.I.N. Nos.: 24-18-414-007-0000  
24-18-415-005-0000  
24-18-415-007-0000  
24-18-415-009-0000

Property Address: 6430 West 111th Street, Worth, Illinois

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