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

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

Debtor(s) (Last Name First) and Address(es)

720 Franklin Associates, L.L.C. 36-4297861
737 N. Michigan Avenue - Suite 2050
Chicago, IL 60611

Secured Party(ies) and Address(es)

THE MID-CITY NATIONAL BANK OF CHICAGO
801 WEST MADISON STREET
CHICAGO, IL 60607
(ATTN: John Sheahan)



0010814773

1. This Financing statement covers the following types (or items) of property:

All collateral as more fully described in Exhibit A attached hereto and made a part hereof, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

This Financing Statement is to be recorded in the real estate records. Some or all of the collateral is located on the following described real estate: See Legal Description attached hereto as Exhibit B, covering property commonly known as 720 North Franklin Street Chicago, IL 60610:

ASSIGNEE OF SECURED PARTY

2. Products of Collateral are also covered.

5 Additional sheets presented.

Filed with: Cook County Recorder

Debtor is a transmitting utility as defined in UCC 9-105.

720 Franklin Associates, L.L.C.

By:

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 COPY - ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-2

DEC CC 2012/14 LL 2 OF 2

Property of Cook County Clerk's Office

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2001-08-31 15:17:32
Cook County Recorder 35.50

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ASSIGNEE OF SECURED PARTY

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Filed with Cook County Recorder

Debtor is a transmitting utility as defined in UCC 9-105.

720 Franklin Associates, L.L.C.

By:

Signature of (Debtor)

(Secured Party)*

*Signature of Debtor Required in Most Cases:

Signature of Secured Party in Cases Covered by UCC 9-402 (2)

(2) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-2

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DEC CC 201211 LL 2012

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

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Debtor(s) (Last Name First) and Address(es)

720 Franklin Associates, L.L.C. 36-4297861
737 N. Michigan Avenue - Suite 2050
Chicago, IL 60611

Secured Party(ies) and Address(es)

THE MID-CITY NATIONAL BANK OF CHICAGO
801 WEST MADISON STREET
CHICAGO, IL 60607
(Attn: John Sheahan)

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

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1. This Financing statement covers the following types (or items) of property:

All collateral as more fully described in Exhibit A attached hereto and made a part hereof, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

This Financing Statement is to be recorded in the real estate records. Some or all of the collateral is located on the following described real estate: See Legal Description attached hereto as Exhibit B, covering property commonly known as 720 North Franklin Street Chicago, IL 60610:

ASSIGNEE OF SECURED PARTY

DEC CC201 2/16 LL 2012

2. Products of Collateral are also covered.

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date _____ 20____

By: _____
(Signature of Secured Party or Assignee of Record. Not Valid Until Signed.)

(3) FILING OFFICER COPY - ACKNOWLEDGMENT

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

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EXHIBIT A

to

Financing Statement

0010814773

executed by 720 FRANKLIN ASSOCIATES,
L. L. C. , as Debtor and The Mid-City
National Bank of Chicago, as Secured Party

1. Improvements. All of Debtor's right, title and interest in and to all buildings, structures and other improvements now or hereafter constructed, erected, installed, placed or situated upon that piece, parcel and tract (or those pieces, parcels or tracts) of land (the "Real Estate") located in Cook County, Illinois legally more particularly described on Exhibit B attached hereto and by this reference thereto made a part hereof (collectively, the "Improvements");

2. Appurtenances. All of Debtor's estate, claim, demand, right, title and interest, now owned or hereafter acquired, including, without limitation, any after acquired title, franchise, license, remainder, or reversion, in and to (i) any land or vaults lying within the right-of-way of any street, avenue, way, passage, highway or alley, open or proposed, vacated or otherwise, adjoining the Real Estate, (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land adjacent, belonging or appertaining to the Real Estate and Improvements; (iii) all rights of ingress and egress to and from the Real Estate and all adjoining properties; (iv) storm and sanitary sewer, water, gas, electric, railway, telephone and all other utility services relating to the Real Estate and Improvements; (v) all land use, zoning and development rights and approvals, all air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Real Estate or any part thereof; and (vi) each and all of the tenements, hereditaments, easements, appurtenances, or other rights, liberties, reservations, allowances and privileges relating to the Real Estate or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity (collectively, the "Appurtenances");

3. Leases. All leasehold estates and the right, title and

interest of Debtor in, to and under any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate and Improvements or any portion thereof now or hereafter existing or entered into (collectively, the "Leases");

4. Rents. All rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in cash or other form), advance rentals and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate and Improvements, whether under the Leases or otherwise (collectively, the "Rents");

5. Contract Rights. All right, title and interest of Debtor in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the improvement, use, operation, sale, conversion or other disposition of any interest in, including, without limitation, all options to purchase or lease the Real Estate or Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property (as hereinafter defined and described), whether now owned or hereafter acquired by Debtor (collectively, the "Contract Rights");

6. Intangible Personal Property. All general intangibles of Debtor, including without limitation, goodwill, trademarks, trade names, option rights, permits, licenses, insurance policies and the proceeds therefrom, rights of action and books and records relating, directly or indirectly to the Real Estate and Improvements (collectively, the "Intangible Personal Property");

7. Tangible Personal Property. All right, title and interest of Debtor in and to all fixtures, equipment and tangible personal property of every kind, nature or description attached or affixed to or situated upon or within the Real Estate or Improvements, or both, provided the same are used, usable or intended to be used for or in connection with any present or future use, occupation, operation, maintenance, management or enjoyment of the Real Estate and Improvements (collectively, the "Tangible Personal Property");

8. Proceeds. All proceeds of the conversion, voluntary or involuntary, or any of the Property into cash or other liquidated claims, or that are otherwise payable for injury to, or the taking or requisitioning of the Property, including all insurance and condemnation proceeds paid or payable with respect to the Property (collectively, the "Proceeds");

9. Tax and Insurance Deposits. All sums deposited by Debtor to Secured Party, in escrow, for the payment of real estate and other taxes and insurance premiums payable on and with respect to the Real Estate and Improvements (collectively, the "Tax and Insurance Deposits");

10. Right to Encumber. All of Debtor's right, power or privilege to further hypothecate or encumber all or any portion of the property, rights and interests comprising the Property described herein as security for any debt or obligation; it being intended by this provision that Debtor be divested of the right, power and privilege to further hypothecate or encumber, or to grant a mortgage upon or a security interest in any of the Property as security for the payment of any debt or the performance of any obligation without Secured Party's prior written consent (the "Right to Encumber"); and

11. Other Rights and Interests. All other property, rights, interest, estates or claims of every name, kind, character or nature, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Estate and Improvements and all other property, rights; interest, estates or claims of any name, kind, character or nature or properties now owned or hereafter acquired in the other properties, rights and interests comprising the property as defined and described herein (collectively, "Other Rights and Interest").

all of the foregoing-described property, rights and interest, including the Improvements, Appurtenances, Leases, Rents, Contract Rights, Intangible Personal Property, Tangible Personal Property, Proceeds, Tax and Insurance Deposits, Right to Encumber and Other Rights and Interests, being collectively referred to herein as the "Collateral".

IT IS EXPRESSLY PROVIDED, HOWEVER, that the property, rights

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and interest included within the foregoing definition of "Collateral" shall not include any fixtures, equipment or tangible personal property which is (i) owned by tenants or lessees of Debtor and of the Real Estate and Improvements or any part or parts thereof, or (ii) owned by any lessors of fixtures, equipment or personal property leased to any such tenants.

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EXHIBIT B
to
Financing Statement

executed by 720 Franklin Associates, L. L. C., as Debtor and The
Mid-City National Bank of Chicago, as Secured Party

Lots 1 and 5 and the East 95 Feet of Lots 2, 3, and 4 in Law and Others
Subdivision of Lots 1, 2, 3, and 4 in Block 16 in Butler, Wright and
Webster's Addition to Chicago in the West Quarter of the Northeast Quarter
of Section 9, Township 39 North, Range 14, East of the Third Principal
Meridian, in Cook County, Illinois.

17-09-208-004

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