

UNOFFICIAL COPY

0010824898

1427/0036, 03 001 Page 1 of 6

2001-09-05 14:19:54

Cook County Recorder 31.50

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



0010824898

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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 **SMITHFIELD PROPERTIES XV, L.L.C.**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS **400 WEST HURON STREET** CITY **CHICAGO** STATE **IL** POSTAL CODE **60610** COUNTRY

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LIMITED LIABILITY CO** 1f. JURISDICTION OF ORGANIZATION **ILLINOIS** 1g. ORGANIZATIONAL ID #, if any **IL 00432032** 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

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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 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 **FIRST AMERICAN BANK**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS **1650 LOUIS AVENUE** CITY **ELK GROVE VILLAGE** STATE **IL** POSTAL CODE **60007** COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

SEE COLLATERAL AS DESCRIBED ON EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. 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
RECORDER OF DEEDS, COOK COUNTY, ILLINOIS

3all
01030490

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 SMITHFIELD PROPERTIES XV, L.L.C.

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 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:

16. Additional collateral description:

SEE DESCRIPTION OF REAL PROPERTY ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

15. Name and address of a RECORD OWNER of above-described real estate (if 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

This Financing Statement covers the following types (or items) of property

- (a) all raw materials, supplies, building materials, work-in-process, finished goods, and all other inventory of whatsoever kind or nature, wherever located, whether now owned or hereafter acquired relating to or arising in connection with 653 N. Kingsbury, Chicago, IL (the "Project");
- (b) all reservation agreements and sales contracts, now existing or hereinafter entered into, in which Debtor agrees to sell all or any portion of the Project and the improvements to be hereinafter constructed thereon and all amendments and supplements thereto, which Borrower has, may have, or may subsequently directly or indirectly enter into and all proceeds of such agreements and contracts, including (to the extent permitted by applicable law) Debtor's rights to any down payments and earnest money deposits made under such contracts and any escrows established for the closing of the transactions contemplated by such contracts;
- (c) all machinery, equipment, and fixtures and all substitutions and replacements thereof wherever located, and all attachments, accessions, parts, and additions thereto, whether now owned or hereafter acquired relating to or arising in connection with the Project;
- (d) all accounts and credit balances of the Debtor with the Secured Party (whether checking, savings, or otherwise), whether now or hereafter existing and including accounts held jointly with others;
- (e) all monies, securities, drafts, notes, Investment Property (as defined in the Uniform Commercial Code), all promissory notes, letters of credits, letter of credits rights, and all supporting obligations now existing or hereinafter created, and all amendments and supplements thereto, and other property of the Debtor and the proceeds thereof, now or hereafter held or received by or on behalf of the Secured Party from or for the Debtor, whether for custody, pledge, transmission or otherwise;
- (f) all books, records, and general intangibles evidencing or relating to any of the foregoing; and
- (g) any and all proceeds and products of the foregoing.

In conjunction with and in addition to the foregoing, this Financing Statement covers the following types (or items) of property:

- (a) all fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now or hereafter delivered to the Project and intended to be installed therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Project; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting other premises of the character of the Project; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Debtor in and to all property of any

nature whatsoever, now or hereafter situated on the Project or intended to be used in connection with the operation thereof;

(b) all of the right, title and interest of Debtor in and to any fixtures or personal property subject to a lease agreement, conditional sale agreement, chattel mortgage, or security agreement, and all deposits made thereon or therefor, together with the benefit of any payments now or hereafter made thereon;

(c) all leases and use agreements of machinery, equipment and other personal property of the Debtor in the categories herein above set forth, under which Debtor is the lessee of, or entitled to use, such items;

(d) all rents, income, profits, revenues, receipts, leases, tenancies, licenses or other use agreements or arrangements now existing or hereafter created of the Project or any part thereof (including any business conducted thereon) with the right to receive and apply the same to indebtedness due Secured Party and Secured Party may demand, sue for and recover such payments but shall not be required to do so;

(e) all monies on deposit with Secured party representing deposits made by purchasers of condominium units constructed on the Project;

(f) all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Project of any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Project or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(g) all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims;

(h) any monies on deposit with the Secured Party for the payment of real estate taxes or special assessments against the Project or for the payment of premiums on policies of fire and other hazard insurance covering the collateral described hereunder or the Project, and all proceeds paid for damage done to the collateral described hereunder or the Project; and

(i) all substitutions, replacements, additions and proceeds, including insurance and condemnation award proceeds, of any of the foregoing property; it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned.

UNOFFICIAL COPY

EXHIBIT B- LEGAL DESCRIPTION

0010824898

PARCEL 1:

ALL THAT PART OF LOTS 4 AND 5 IN THE NORTH 1/2 OF BLOCK 1 IN THE ASSESSOR'S DIVISION OF THAT PART SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF SAID LOT 5, BEING THE EAST LINE OF KINGSBURY STREET, AT A POINT 65 FEET 3 5/8 INCHES SOUTH OF THE NORTH WEST CORNER OF SAID LOT 5; THENCE NORTH ON THE WEST LINE OF SAID LOT 5, 65 FEET 3 5/8 INCHES TO THE NORTH LINE OF SAID LOT 5, BEING ALSO THE SOUTH LINE OF ERIE STREET, THENCE EAST OF THE SOUTH LINE OF ERIE STREET, 140.50 FEET MORE OR LESS TO A POINT 337.60 FEET WEST OF THE NORTH EAST CORNER OF LOT 4; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT 4, 100.00 FEET TO THE NORTH LINE OF AN ALLEY, BEING 9 FEET NORTH OF THE CENTER LINE BETWEEN ONTARIO AND ERIE STREETS; THENCE WEST ON THE NORTH LINE OF SAID ALLEY, 50.40 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT WHICH IS 3 FEET 8 3/8 INCHES NORTH OF THE NORTH LINE OF SAID ALLEY AND 38 FEET EAST OF THE WEST LINE OF SAID LOT 4; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SAID LOT 4, BEING ALSO THE EAST LINE OF LOT 5, WHICH IS 17 FEET 3 INCHES NORTH OF THE NORTH LINE OF ALLEY AFOREMENTIONED; THENCE NORTH ON SAID LINE OF LOTS 4 AND 5 TO A POINT WHICH IS 82 FEET 6 3/4 INCHES SOUTH OF THE SOUTH LINE OF ERIE STREET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 1 TO 5 LYING SOUTHWESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 5, A DISTANCE OF 65 FEET 3 5/8 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT WHICH IS 38 FEET EAST OF THE WEST LINE OF SAID LOT 4 AND 12 FEET 8 3/8 INCHES NORTH OF THE LINE MIDWAY BETWEEN ONTARIO AND ERIE STREET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT WHICH IS 62 FEET EAST OF THE WEST LINE OF SAID LOT 4 AND 9 FEET NORTH OF THE LINE BETWEEN ONTARIO AND ERIE STREETS; THENCE EASTERLY ALONG A STRAIGHT LINE, 9 FEET NORTH OF AND PARALLEL WITH THE SAID LINE MIDWAY BETWEEN ONTARIO AND ERIE STREETS TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF ERIE STREET AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER, EXCEPT FOR THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

Continued on next page

UNOFFICIAL COPY

CONTINUATION OF EXHIBIT "A"^B

0010824898

ALL OF THE 9 FOOT PRIVATE ALLEY, BEING THE SOUTH 9 FEET OF LOTS 1 TO 5 (INCLUSIVE) IN BLOCK 1 AND LYING BETWEEN THE EAST LINE OF SAID LOT 1, AND THE WESTERLY LINE OF SAID LOT 5 (SAID WESTERLY LINE ALSO BEING THE EASTERLY LINE OF KINGSBURY STREET) IN ASSESSOR'S DIVISION OF PART (SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3

THE NON-EXCLUSIVE RIGHT TO USE THE PRIVATE ALLEY LYING SOUTH AND ADJOINING PARCELS 1 AND 2 DESCRIBED AS: THAT PART OF THE SOUTH 9 FEET OF THE NORTH HALF IN BLOCK 1 IN ASSESSOR'S DIVISION OF THAT PART SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE NORTH 9.0 FEET OF YOUNG'S SUBDIVISION OF PART OF THE KINGSBURY TRACT IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL LYING WEST OF A LINE DRAWN PARALLEL WITH THE EAST LINE OF LOT 4 IN SAID NORTH HALF OF BLOCK 1 THROUGH A POINT IN THE NORTH LINE OF LOT 4 AFORESAID, 337.60 FEET WEST TO THE NORTHEAST CORNER THEREOF IN COOK COUNTY, ILLINOIS.

Commonly known as: 653 N. Kingsbury, Chicago, IL

PIN: 17-09-127-001; 17-09-127-035