

Cook County, IL
UNOFFICIAL COPY

00174279

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1944/0022 21 001 Page 1 of 4
2000-03-10 10:42:33
Cook County Recorder 27.50



RECORDER'S OFFICE

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

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- 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.

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

Debtor(s) (Last Name First) and address(es)	Secured Party(ies) and address(es)
Diversey Commons, L.L.C. c/o Matanky Group, Inc. 1332 North Halsted Chicago, Illinois 60622	Devon Bank 6445 North Western Ave. Chicago, Illinois 60645

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

1. This financing statement covers the following type (or items) of property:

See Exhibit B

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

See Exhibit A


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)

ASSIGNEE OF SECURED PARTY

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.

Additional sheets presented.
 Filed with Recorder's Office of Cook County, Illinois.

By: 
Signature of (Debtor) (Secured Party)

(1) FILING OFFICER COPY - ALPHABETICAL

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC 9-402 (2).

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

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

EXHIBIT A

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Legal Description

LOTS 14 AND 15 IN HARLAND'S SUBDIVISION OF THE SOUTH 173 FEET OF THAT PART LYING EAST OF THE CHICAGO AND NORTH WESTERN RAILWAY, OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1726-28 West Diversey Avenue
Chicago, Illinois

P.I.N. 14-30-223-017-0000 and 14-30-223-018-0000

Property of Cook County Clerk's Office

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Chicago, Illinois 60601

EXHIBIT B

(a) Personal Property. All goods, inventory and supplies, including without limitation, machinery appliances, stoves, refrigerators, water-fountains and coolers, fans, heaters, incinerators, compactors, water heaters and similar equipment, signs, supplies, blinds, window shades, carpeting, floor coverings, office equipment, furniture, linens, growing plants, fire sprinklers and alarms, control devices, equipment (including HVAC, all window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, pest control and other equipment), tools, furnishings, furniture, and fans, pipes, plumbing, growing plants, fire alarms and sprinkler control devices, light fixtures, non-structural additions to the Premises, and all other tangible property of any kind or character now or hereafter owned by the Debtor and used or useful in connection with the Premises, any construction undertaken on the Premises, any trade, business or other activity (whether or not engaged in for profit) for which the Premises is used, the maintenance of the Premises or the convenience of any tenants, guests, licensees or invitees of Debtor, all regardless of whether located on the Premises or located elsewhere (except to the extent any of the foregoing items in this subparagraph are owned by tenants and such tenants have the right to remove such items at the termination of their Leases (all of the foregoing is herein referred to collectively as the "Goods").

(b) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of Debtor relating to the Premises or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of Debtor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Debtor related to the Premises or the Improvements, and all accounts and monies held in possession of Secured Party for the benefit of Debtor (all of the foregoing is herein referred to collectively as the "Intangibles").

(c) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by Debtor directly or indirectly from the Premises or the Improvements (all of the foregoing is herein collectively called the "Rents").

(d) Leases. All rights of Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Premises or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases").

(e) Service Agreements. All rights and interests of Debtor in and under any and all service and other agreements relating to the operation, maintenance, and repair of the Premises or the buildings and improvements thereon, including any and all plans, specifications, architectural renderings, licenses, permits, soil test reports, environmental reports, other reports, examinations or analyses ("Service Agreements").

(f) **Loan Proceeds.** All proceeds, contract rights and payments payable to Debtor under any loan commitment for financing of the Premises ("Loan Proceeds").

(g) **Insurance.** All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Collateral or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Collateral by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Collateral or any easement therein, including awards for any change of grade of streets.

(h) **Awards.** All judgments, awards of damages and settlements which may result from any damage to the Premises or any part thereof or to any rights appurtenant thereto all compensation, awards, damages, claims, rights of action and proceeds of, or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Premises or any part thereof, (ii) any damage to the Premises by reason of the taking, pursuant to the power of eminent domain, of other property or of a portion of the Premises, or (iii) the alteration of the grade of any street or highway on or about the Premises or any part thereof all proceeds of any sales or other dispositions of the Premises or any part thereof.

(i) **Betterments.** With all right, title and interest of the Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, the Debtor or constructed, assembled or placed by the Debtor on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Debtor, shall become subject to the lien of this Agreement as fully and completely, and with the same effect, as though now owned by the Debtor and specifically described herein.

(j) **Other Property.** All other property or rights of the Debtor of any kind or character related to the Premises or the Improvements, and all proceeds (including, without limitation, insurance and condemnation proceeds) and products of any of the foregoing. It is specifically understood that the enumeration of any specific articles of property shall not exclude or be deemed to exclude any items of property not specifically mentioned.

All of the foregoing is herein sometimes jointly or severally, as the context requires, referred to as the "Collateral."