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2002-01-22 09:52:25
Cook County Recorder 29.00



0020086849

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

WAYNE F. OSOBA
FOLEY & LARDNER
3 FIRST NATIONAL PLAZA, #4300
CHICAGO, IL 60602

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
VILLAGE GREEN, L.L.C.

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
111 WEST CAMPBELL STREET

CITY ARLINGTON HEIGHTS STATE IL POSTAL CODE 60005 COUNTRY USA

1d. TAX ID #: SSN OR EIN 36-4166401 ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 00126578 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

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
CIB BANK

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
20527 SOUTH LAGRANGE ROAD

CITY FRANKFORT STATE IL POSTAL CODE 60423 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A ATTACHED HERETO FOR COLLATERAL

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

BOX 333-CT7

7962842
3086

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10-2000-0000

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			
Village Green, 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
				<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

16. Additional collateral description:

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 Estate18. 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

**EXHIBIT A TO UCC FINANCING STATEMENT
DESCRIPTION OF COLLATERAL**

DEBTOR: VILLAGE GREEN, L.L.C.

SECURED PARTY: CIB BANK

To the extent of its interest therein, Debtor hereby grants a security interest in favor of Secured Party in all equipment, fixtures, insurance, payments, accounts, contract rights, awards in condemnation, rents, leases and general intangibles related to that certain real property legally described on Exhibit B attached hereto and by this reference made a part hereof (the "Real Estate"), together with the property described below:

- (a) any lands occupied by streets, alleys, or public places adjoining the Real Estate or in such streets, alleys or public places adjoining the Real Estate or in such streets, alleys or public places;
- (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining;
- (c) all right, title and interest of Debtor under any Declaration of Condominium Ownership recorded against the Real Estate, as the same may be amended from time to time, including without limitation, Debtor's right, title and interest in all common elements and limited common elements;
- (d) all buildings, improvements, personal property, fixtures, fittings and furnishings, owned by Debtor and now or hereafter attached to, located at, or placed in the improvements on the Real Estate including, without limitation all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection; all maintenance supplies and repair equipment; all draperies, carpeting, floor coverings, screen, storm windows and window coverings, blinds, awnings, shrubbery and plants; all elevators, escalators and shafts, motors, machinery, fittings and supplies necessary for their use; all building materials and supplies now or hereafter delivered to the Real Estate (it being understood that the enumeration of any specific articles of property shall in no way be held to exclude any items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Debtor in any such items hereafter acquired, as well as the Debtor's interest in any lease, or conditional sales agreement under which the same is acquired, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a

part of the realty and not severable in whole or in part without material injury to the Real Estate;

(e) all rents, income, contract rights, leases and profits now due or which may hereafter become due under or by virtue of any lease, license or agreement, whether written or verbal, for the use or occupancy of the Real Estate or any part thereof together with all tenant security deposits;

(f) all awards, payments, proceeds now or hereafter obtainable by Debtor under any policy of insurance insuring the Real Estate including but not limited to the proceeds of casualty insurance, title insurance, business interruption/rents insurance or other insurance maintained with respect to the Real Estate whether by Debtor or otherwise;

(g) all awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Real Estate, including any awards for damages sustained to the Real Estate, for a temporary taking, change of grade of streets or taking of access;

(h) all contracts, licenses, permits, management records, files, consents, governmental approvals and intangibles used, useful or required in the ownership and management of the Real Estate together with all soil reports, building permits, variances, licenses, utility permits and other permits and agreements relating to the construction or equipping of the improvements on the Real Estate, or the operation or maintenance of the Real Estate, including, without limitation, all warranties and contract rights;

(i) each contract or agreement for the design, construction and equipping of the improvements located or to be located on the Real Estate, together with all rights, title and interest of Debtor in and to any existing or future changes, extensions, revisions, modifications, guarantees or performance, or warranties of any kind thereunder;

(j) all plans and specifications, all surveys, site plans, working drawings and papers, relating to the Real Estate and the construction and equipping of the improvements on the Real Estate, including without limitation, all architectural and site plans prepared;

(k) all building supplies and materials ordered or purchased for use in connection with the construction and equipping of the improvements on the Real Estate;

(l) 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 Real Estate or the buildings and improvements thereon;

(m) all right and interest in and to the use of the name and logo "Wing Street Residences at Village Green";

- (n) all contracts for the sale of condominium units at the Real Estate between the Debtor, as seller, and third parties, as purchasers, for the purchase of individual condominium units at the Real Estate together with proceeds payable thereunder including each purchase agreement now or hereafter entered into, all deposits paid under any purchase agreement and the purchase price payable on each unit purchase;
- (o) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to the Real Estate; and
- (p) all proceeds of the foregoing.

All of the land, estate and property hereinabove described real, personal or mixed, whether affixed or annexed or not shall be for the purposes of this Financing Statement deemed to be conveyed and mortgaged hereby. As to the above personal property which the Illinois Uniform Commercial Code (the "Code") classified as fixtures, this instrument shall constitute a fixture filing and security agreement under the Code.

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**EXHIBIT B TO UCC FINANCING STATEMENT
LEGAL DESCRIPTION**

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 19 IN MINOR'S ADDITION TO DUNTON, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS WEST, 69.04 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS EAST, 132.55 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 20 SECONDS EAST, 201.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 53 SECONDS EAST, 39.76 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 34 SECONDS WEST, 142.15 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 47 SECONDS WEST, 170.82 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS EAST, 5.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Tax
Identification Numbers:

03-29-340-001-0000; 03-29-340-013-0000; 03-29-340-014-0000; 03-29-340-015-0000; 03-29-340-016-0000; 03-30-419-020-0000; 03-30-419-021-0000; 03-30-419-039-0000; 03-30-419-043-0000; and 03-30-419-047-0000.

Property Address: 191-201 West Wing Street, Arlington Heights, IL

Prepared By and After
Recording Return To:
Foley & Lardner
Three First National Plaza
Suite 4300
Chicago, Illinois 60602
Attention: Wayne F. Osoba