

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

MAILED
prepared by
THOMAS H. DUFFY
WILDMAN HAROLD ALLEN & DIXON
225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606



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D1012634 3-26-3 1

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
318 SOUTH MICHIGAN AVENUE, L.L.C.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
310 SOUTH MICHIGAN AVENUE CHICAGO IL 60604 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
LLC ILLINOIS 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
COLE TAYLOR BANK

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5501 WEST 79TH STREET BURBANK IL 60459 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ITEMS OF COLLATERAL LISTED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF WHICH RELATE TO THE REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

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 (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

C5890.105

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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			
318 SOUTH MICHIGAN AVENUE, L.L.C.			
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 <u>one</u> 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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only <u>one</u> 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 (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

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EXHIBIT A

DESCRIPTION OF COLLATERAL

COPY

All assets of Debtor, including without limitation, the following:

1. Debtor's right, title and interest in and to all fixtures and personal property now or hereinafter owned by Debtor and attached to or contained in and used or useful in connection with the property legally described on Exhibit B attached hereto (the "Mortgaged Premises") or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, communication or security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter acquired, together with all products, proceeds, and accessions relating thereto.

2. Debtors' right, title and interest in all personal property used or to be used in connection with the operation of the Mortgaged Premises or the conduct of business thereon, including without limitation business equipment and inventories located on the Mortgaged Premises or elsewhere, together with files, books of account, and other records wherever located;

3. Debtors' right, title and interest in and to any and all contracts now or hereafter relating to the Mortgaged Premises and executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtors' rights and remedies thereunder and benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, and specifications prepared by an architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all other rights, licenses, permits, agreements, and test results relating to construction on the Mortgaged Premises;

4. Debtors' right, title and interest in and to any and all contracts, permits and licenses now or hereafter relating to the operation of the Mortgaged Premises or the conduct of business thereon, including without limitation all management and other service contracts, and the right to appropriate and use any and all trade names used or to be used in connection with such business;

5. Debtors' right, title and interest in the rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts and other agreements made or agreed to by any person or entity (including without limitation Debtors and Secured Party under the powers granted by the Security Agreement and the other Loan Documents executed by Debtor in favor of Secured Party) with any person or entity pertaining to all or any part of the Mortgaged Premises, whether such agreements have been heretofore or are hereafter made;

6. Debtors' right, title and interest in all deposit accounts, earnest money deposits, proceeds of contract sales, accounts receivable, payment intangible and general intangibles relating to the Mortgaged Premises;

7. All of Debtor's right, title and interest in and to rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Mortgaged Premises or described in the Mortgage or in the Security Agreement executed in favor of Secured Party in connection herewith, the use or occupancy thereof, or the business conducted thereon;

8. All of Debtor's right, title and interest in and to all awards or payments, including interest thereon, that may be made with respect to the Mortgaged Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Mortgaged Premises;

9. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

EXHIBIT B

LEGAL DESCRIPTION

THE NORTH 53 FEET OF LOT 5 IN BLOCK 8 IN FRACTIONAL SECTION 15
ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ADDRESS:

318 SOUTH MICHIGAN AVENUE, CHICAGO, ILLINOIS

PIN NO. 17-15-107 013

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