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2002-01-09 08:43:26
Cook County Recorder 27.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

NEW CENTURY BANK
363 W. Ontario
Chicago, IL 60610



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
400 N. ORLEANS, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
400 N. Orleans Chicago IL 60610 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
Limited Liability Co IL 00401293 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
NEW CENTURY BANK, an Illinois banking corporation

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
363 W. Ontario Chicago IL 60610

4. This FINANCING STATEMENT covers the following collateral:
SEE COLLATERAL DESCRIBED IN EXHIBIT, ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.
SEE LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

BOX 333-CTT

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) [optional] All Debtors Debtor 1 Debtor 2 [ADDITIONAL FEE]

8. OPTIONAL FILER REFERENCE DATA

Cook County - Illinois

Handwritten notes on the left margin: "No Asset 79 83 440" and "4/17/02" with initials.

Watermark: Property of Cook County Clerk's Office

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173-885 409

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Parcel 1

Lot 15 (except the West 18 feet) and all of Lot 16 in Block 2 in Butler, Wright and Webster's Addition to Chicago in the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2

Lot 15 (except the West 18 feet) and all of Lot 16 in Block 2 in Butler, Wright and Webster's Addition to Chicago in the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois as created by Grant Easement made by and between the City of Chicago and American National Bank and Trust Company of Chicago, as Trustee under Trust Number 105163 recorded January 18, 1990 as document 90454674 for the construction, operation and maintenance of the proposed structure (a twelve-story office building) within the air space boundaries described as follows:

That part of West 18.00 feet of Lot 15 lying above an incline plane beginning as elevation + 25.73 feet Chicago City Datum, measured along the South line of Lot 15, thence North, along said incline plane, (of uniform slope) to elevation +28.52 feet Chicago City Datum, measured along the North line of Lot 15; and lying below a horizontal plane at elevation +198.52 feet Chicago City Datum, all in Block 2 in Butler, Wright and Webster's Addition to Chicago in the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 400 N. Orleans
Chicago, Illinois 60610

PIN: 17-09-256-005

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EXHIBIT A

DESCRIPTION OF COLLATERAL

1. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the property described in Exhibit "A" attached hereto (the "Premises") or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, 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, 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 used for similar purposes in or on the Premises;

2. Debtor's right, title and interest in articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit B or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;

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

4. Debtor's right, title and interest in and to any and all contracts now or hereafter relating to the Premises and executed by any architects, engineers, or contractors, including all amendments, supplements and revisions thereof, together with all of Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans and specifications prepared by any 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 Premises;

5. Debtor's right, title and interest in and to any and all contracts now or hereafter relating to the operation of the 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;

6. Debtor's 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

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agreements with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

7. Debtor's right, title and interest in all earnest money deposits, letter of credit rights, proceeds of contract sales, accounts receivable and general intangibles relating to the Premises;

8. All of Debtor's 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 Premises or described in the Mortgage or in this Security Agreement, the use or occupancy thereof, or the business conducted thereon;

9. All of Debtor's right, title and interest in all awards or payments, including interest thereon, that may be made with respect to the 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 Premises; and

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