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2002-02-15 10:10:52

Cook County Recorder

27.50

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



0020186745

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

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

J. DAVID BALLINGER  
SCHAIN, BURNEY, ROSS & CITRON, LTD.  
222 NORTH LASALLE STREET  
SUITE 1910  
CHICAGO, ILLINOIS 60601

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 OP BUENA APARTMENTS LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 937 WEST RANDOLPH, #3E			CITY CHICAGO	STATE IL	POSTAL CODE 60607	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY	1f. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any 0443203-2 <input type="checkbox"/> 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 36-4373160	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 MB FINANCIAL BANK, N.A.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1200 NORTH ASHLAND AVENUE			CITY CHICAGO	STATE IL	POSTAL CODE 60622	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBITS "A" AND "B".

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG.LIEN ☐ ON-UCC FILING6. ☒ 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

2037486 MTC PL 2/02

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## EXHIBIT A TO UCC FINANCING STATEMENT

0020186745

### Debtor

OP Buena Apartments LLC  
939 West Madison Street  
Suite 503  
Chicago, Illinois 60611

### Secured Party

MB Financial Bank, N.A.  
1200 North Ashland Avenue  
Chicago, Illinois 60622

### COLLATERAL DESCRIPTION

All of Debtor's right, title and interest in and to the following described property, whether now owned or hereafter acquired, including but not limited to the following (collectively referred to as the "Premises"):

(a) The real estate legally described on Exhibit "B" attached hereto and all of its estate, right, title and interest therein (the "Real Estate") situated, lying and being in the City of Chicago, County of Cook and State of Illinois;

(b) any after-acquired title or reversion in and to the beds of any vaults, streets, avenues, alleys and other passageways adjoining the Real Estate;

(c) all estates, appurtenances, tenements, easements, licenses, franchises, royalties and hereditaments, all gas, oil and mineral rights and privileges, all riparian, irrigation and drainage rights and privileges and all other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, relating to or benefiting the Real Estate;

(d) all of Debtor's interest and rights as seller in and to all purchase contracts or as lessor in and to all leases now or hereafter affecting the Premises or any part thereof and all rents, issues, proceeds and profits accruing and to accrue from the Premises, whether payable pursuant to any present or future purchase contract or lease or otherwise growing out of any occupancy or use of the Premises (which are pledged primarily and on a parity with the Real Estate and not secondarily);

(e) all proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Premises, all rights in and to all present and future fire and other hazard insurance policies pertaining to the Premises, any and all monies or other assets (including prepaid insurance policies) at any time on deposit with Secured Party or a depository designated by Secured Party (whether deposited by or on behalf of Debtor or anyone else) pursuant to any of the provisions of the Mortgage, Assignment of Rents and Leases and Security Agreement dated February 13, 2002 by and between Debtor and Secured Party, as amended, modified or supplemented from time to time and all awards paid or to be paid in connection with or in lieu of any condemnation, eminent domain,

change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the Premises;

(f) all buildings and improvements of every kind and description now or hereafter erected or placed on the Real Estate and all materials intended for the construction, reconstruction, alteration and repair of any such buildings and improvements, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises; and

(g) all judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets.

OF BUENA APARTMENTS LLC,  
an Illinois limited liability company

By: Ogden Partners, Inc., an  
Illinois corporation

Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DJO/LOANS/MB/OGDEN/BUENA-APTS/UCC

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## EXHIBIT "B"

0020186745

### Legal Description

UNIT NUMBERS 1015-1E, 1015-1W, 1015-2E, 1015-2W, 1015-3E, 1015-3W, 1015-4E, 1015-4W IN BUENA VISTA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3 AND THE EAST 40 FEET OF LOT 29 TAKEN AS A TRACT (EXCEPT THE EAST 7 FEET OF LOTS 1, 2 AND 3 WHICH WERE CONDEMNED BY THE CITY OF CHICAGO FOR STREET PURPOSES AND EXCEPT THAT PART OF SAID TRACT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES, 41 MINUTES, 45 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 117.31 FEET (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF WEST BUENA AVENUE); THENCE SOUTH 00 DEGREES, 26 MINUTES, 51 SECONDS WEST, 79.92 FEET; THENCE NORTH 89 DEGREES, 33 MINUTES, 09 SECONDS WEST, A DISTANCE OF 116.69 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 79.62 FEET TO THE PLACE OF BEGINNING) ALL IN BLOCK 7 IN BUENA PARK SUBDIVISION IN SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1887 IN BOOK 25 OF PLATS, PAGE 28 AS DOCUMENT 840097, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0010448652, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

GRANTOR FURTHER GRANTS TO GRANTEE, THEIR SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE-DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATIONS FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATIONS, THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Commonly known as: 1015 West Buena Avenue, Units 1015-1E, 1W, 2E, 2W, 3E, 3W, 4E, 4W  
Chicago, Illinois

P.I.N. Nos.: 14-17-404-002-0000 and 14-17-404-034-0000