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2002-07-18 12:05:03
Cook County Recorder

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
BRYAN J. SEGAL 312-629-5160

B. SEND ACKNOWLEDGMENT TO: (Name and Address)



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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
1845 NORTH CLYBOURN L.L.C.

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

1c. MAILING ADDRESS
1540 EAST DUNDEE ROAD PALATINE IL 60067 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION IL 1g. ORGANIZATIONAL ID #, if any 0071659-6 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one del. for 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
NASI XI (1845), LLC

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

3c. MAILING ADDRESS
10 S. WACKER DRIVE CHICAGO IL 60606 USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to the personal property, whether now or hereafter acquired or arising and as more particularly described on Exhibit A attached hereto and made a part hereof located on or related to the property 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) [optional] (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA REAL ESTATE RECORDS COOK COUNTY, IL TUCK003

BOX 333-CP

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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 1845 NORTH CLYBOURN L.L.C.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

DEBTOR FULL ADDRESS: 1845 NORTH CLYBOURN L.L.C., C/O FIRST AMERICAN INVESTMENTS, INC., 1540 EAST DUNDEE ROAD, SUITE 350, PALATINE, IL 60067 SECURED PARTY FULL ADDRESS: NASI XI (1845), LLC, C/O THE TUCKERMAN GROUP, 10 S. WACKER DR., SUITE 3250, CHICAGO, IL 60606

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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

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

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

TO UCC FINANCING STATEMENT

DEBTOR

1845 North Clybourn L.L.C.
c/o First American Investments, Inc.
1540 East Dundee Road
Suite 350
Palatine, Illinois 60067
Attn: Wayne M. Moretti and
Max Pizak

SECURED PARTY

NASI XI (1845), LLC
c/o The Tuckerman Group
10 South Wacker Drive
Suite 3250
Chicago, Illinois 60606
Attn: Glen S. Weisberg

All capitalized terms not defined herein shall have the meanings ascribed to them in the Junior Mortgage, Assignment of Rents and Security Agreement (1845) ("Mortgage") from Debtor to Lender ("Secured Party") dated as of June ____, 2002.

Debtor hereby grants to Secured Party all of Debtor's right, title and interest in, to and under the following described property (the "Mortgaged Property"):

A. All those certain tracts, pieces or parcels of land legally described in Exhibit B attached hereto and made a part hereof and all surface and subsurface soils, minerals and water located thereon and thereunder (the "Land"); and

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all furnishings, furniture, fixtures, machinery, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever (but excluding any sales trailer to be located on the Land during Debtor's marketing period) including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, now or hereafter owned by Debtor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with all warehouse receipts or other documents of title relating to any of the foregoing and the benefit of any deposits or payments now or hereafter made by Debtor in connection with any of the foregoing; and

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C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to the Mortgaged Property, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same; and

D. Each and every lease, license and other document or instrument, including, without limitation, those described in Granting Clause C above, granting to any person or entity any right to use or occupy, and any other agreement with respect to the use or occupancy of, all or any portion of the Land or the improvements of any type or nature located thereon (the "Improvements"), whether heretofore, now or hereafter entered into (the "Leases"); and

E. The rents, issues, profits, proceeds, revenues, awards and other benefits of the Mortgaged Property from time to time accruing (including, without limitation, all payments under the leases, licenses and documents described in Granting Clause D above, proceeds of insurance, condemnation awards and payments in lieu thereof, tenant security deposits and escrow funds, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same) (the "Rents"); and

F. All of the aforementioned personal property and any and all other personal property, whether tangible or intangible, not otherwise described herein and now or at any time hereafter owned by Debtor and now or at any time hereafter located in or on or otherwise utilized in any one or more of the ownership, use, enjoyment, construction, occupancy, management, maintenance, repair and operation of the Land, the Improvements or the equipment located thereon, including, without limitation, trade names, trademarks, service marks, copyrights, patents and other intellectual property and any and all funds of Debtor from time to time in Secured Party's possession, all of which shall constitute proceeds of collateral pursuant to Section 9-306 of the Uniform Commercial Code, as adopted in Illinois (the "Personalty"); and

G. All of the aforementioned contracts and agreements and any and all other contracts or agreements, whether written or oral, to which Debtor is or hereafter becomes a party, including, without limitation, purchase contracts for the sale of all or any portion of the Land, contracts pertaining to architectural services, contracts pertaining to engineering services, and contracts relating in any manner to the ownership, use, enjoyment, construction, occupancy, management, maintenance, operation or repair of all or any portion of the Land, the Improvements, the equipment located thereon or the Personalty or otherwise related to all or any part of the real and personal property described elsewhere herein (the "Contracts"); and

H. All franchises, permits, licenses, entitlements and rights therein respecting the ownership, use, enjoyment, occupation, management, maintenance, repair and operation of any of the foregoing, to the extent permitted by applicable law; and

I. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Debtor now has or may hereafter acquire in or to any proceeds from the sale, assignment,

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conveyance, hypothecation, grant, pledge or other transfer of any or all of the foregoing real or personal property, except as otherwise provided in the Loan Agreement; and

J. Any and all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally registered credits (such as emissions reduction credits) and payments of any kind due from or payable by any governmental authority or any insurance or utility company relating to any or all of the Mortgaged Property; and

K. Any and all refunds, rebates, reimbursements and payments of any kind due from or payable by any governmental authority for any taxes (other than income taxes), assessments or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Mortgaged Property or upon any or all of the Mortgaged Property; and

L. All monies relating to the Mortgaged Property held in any cash collateral or operating account maintained with Secured Party or any Affiliate (as defined in the Loan Agreement) of Secured Party now or at any time hereafter, including any project account relating to upgrades.

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EXHIBIT B

TO UCC FINANCING STATEMENT

LEGAL DESCRIPTION

LOTS 11 THROUGH 23 ALL IN CLARK AND THOMAS' SUBDIVISION OF LOT 4 IN BLOCK 9 IN SHEFFIELDS ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS SITUATED IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. Nos: 14-32-416-011-0000
14-32-416-012-0000
14-32-416-013-0000
14-32-416-014-0000
14-32-416-015-0000
14-32-416-016-0000
14-32-416-017-0000
14-32-416-018-0000
14-32-416-019-0000
14-32-416-020-0000
14-32-416-021-0000
14-32-416-022-0000
14-32-416-023-0000

Address of Property: 1845 North Clybourn Avenue,
Chicago, Illinois 60614

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