

FILE FIRST



0030115942

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis Document Solutions  
135 South LaSalle Street  
Suite 2260  
Chicago, Il 60603  
1767540-7

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  
THE CHICAGO TRUST COMPANY A/T/U/T # 2378 DATED 5/31/92

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
161 NORTH CLARK, 9TH FLOOR CHICAGO IL 60601 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION TRUST 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any  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  
NAB BANK

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
222 WEST CERMAK ROAD CHICAGO IL 60616 USA

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement is being filed to continue the effectiveness of the following financing statements, each of which remains effective:

Jurisdiction	Original File Number	Original File Date	File Number of Most Recent Continuation	File Date of Most Recent Continuation
COOK COUNTY	98U07630	7/16/98	98U07630	7/16/98

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  
FILE IL SOS 30035-45639 Cook Co, IL 7/16/98

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NAB Loan No. 56481-01

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## NAB BANK RIDER TO FINANCING STATEMENT (Trustee)

1. Debtor grants to Secured Party a Uniform Commercial Code security interest in and to, and collaterally assigns to Secured Party, all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

- (a) the Assigned Documents (*as defined below*);
- (b) all Contract Rights, General Intangibles, privileges and profits from or relating to the Assigned Documents;
- (c) all proceeds and products from the Assigned Documents;
- (d) all Accounts and rights to payment of any amounts arising under, out of or pursuant to the Assigned Documents; and
- (e) all Documents, records and data relating to the Assigned Documents.

2. Further, Debtor grants to Secured Party a Uniform Commercial Code security interest in and to, and collaterally assigns to Secured Party, all of following property owned by Debtor in connection with, arising out of or relating to the Mortgaged Property (*as defined below*):

- (a) any lands occupied by streets, alleys, or public places adjoining said Mortgaged Property 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 to the Mortgaged Property;
- (c) all apparatus, machinery, equipment, and appliances (*whether single units or centrally controlled*) of Debtor now or hereafter used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration or to treat or dispose of refuse or waste on the Mortgaged Property;
- (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Debtor at the Mortgaged Property;

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- (e) all apparatus, machinery, equipment and appliances of Debtor used or useful for or in connection with the maintenance and operation of the Mortgaged Property or intended for the use or convenience of tenants, other occupants, or patrons thereof;
- (f) all Accounts, Goods, Equipment, Inventory, General Intangibles, Documents, Instruments, Chattel Paper, Investment Property or other items of furniture, furnishings, equipment, and personal property used or useful in the operation of said real estate (*except to the extent such are owned by tenants of the Mortgaged Property other than Debtor*);
- (g) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to the Mortgaged Property; and
- (h) all proceeds of the foregoing.

3. Further, Debtor grants to Secured Party a security interest in all accounts of Debtor maintained at or with Secured Party.

4. The security interests described in Sections 1, 2 and 3 granted by Debtor shall apply to all of the above referenced collateral, wherever located, whether now or hereafter existing, owned, licensed, leased (*to the extent of their ownership interest therein*), arising and/or acquired. Debtor shall make appropriate entries upon its financial statements and its books and records disclosing Bank's security interest in the above referenced collateral. Further, Debtor has collaterally assigned to Secured Party all insurance proceeds and condemnation awards relating to the foregoing.

5. (a) Unless otherwise defined herein, all capitalized terms shall have the meaning given to such terms in the Illinois Uniform Commercial Code.

(b) The term "Assigned Documents" shall collectively mean all Construction Contracts, Permits, Architectural Documents and Other Contracts (*as such terms are defined below*):

- (i) "Construction Contracts" shall mean all agreements between Debtor and any person or entity relating to the construction, improvement or development of the Mortgaged Property which is legally described below and all amendments, addenda, supplements, modifications, change orders, extras and extensions to the Construction Contracts, whether made now or hereafter.
- (ii) "Permits" shall mean all permits, licenses, approvals, certificates and consents issued by any governmental or private authority or agency relating to the Mortgaged Property, naming Debtor, any of Debtor's agents or in which Debtor has an interest.

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(iii) "Architectural Documents" shall mean all agreements between Debtor and any architect, and all amendments, supplements, modifications, change orders or extensions of such agreements which relate to the Project or the Mortgaged Property. "Architectural Documents" shall also mean all plans, specifications, drawings and design documents created or delivered by architect in connection with the Mortgaged Property, along with any tests, studies, results or reports performed or prepared by architect in connection therewith.

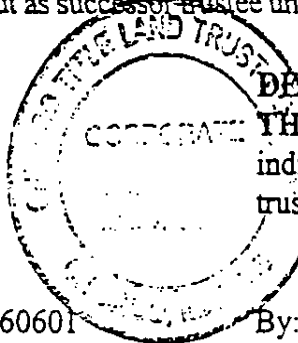
(iv) "Other Contracts" shall mean any and all contracts or agreements for the construction, use, sale or lease of the Mortgaged Property (or any portion thereof), including any option agreements, and all amendments, modifications, supplements, change orders, extras or other documents relating thereto, which are not properly defined as Construction Contracts, Architectural Documents or Permits.

(c) The term "Mortgaged Property" shall mean the real estate commonly 1518-20 West Chicago and 617-19 16th Avenue, Melrose Park, Illinois which is legally described as follows:

LOTS 1, 2, 3 AND 4 IN BLOCK 69 IN MELROSE A SUBDIVISION IN SECTIONS 3 AND 10. TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.(s) 15-10-201-001; 15-10-201-002; 15-10-201-003

Collateral is or includes fixtures. The record owner of the property is THE CHICAGO TRUST COMPANY, not individually, but as successor trustee under trust number 2378 dated May 31, 1992.



DEBTOR/ SUCCESSOR TRUSTEE TO \_\_\_\_\_

THE CHICAGO TRUST COMPANY, not individually, but as successor trustee under trust number 2378 dated May 31, 1992.

Address: 161 North Clark  
9th Floor  
Chicago, Illinois 60601

By: [Signature]  
Name: \_\_\_\_\_  
Title: ASST. V.P.

NOTE: Pursuant to the terms of the loan agreements between Debtor and Secured Party, Debtor has agreed not to grant any party (other than Secured Party) a security interest in the Collateral described in this financing statement without the prior written consent of Secured Party.