



0030134378

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

prepared by
 MARILYN WILEY
 GENEVA LEASING ASSOICATES, INC.
 1525 KAUTZ ROAD SUITE 100
 WEST CHICAGO, ILLINOIS 60185

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
 PRAIRIE STATION TOWNHOUSE 2 PARTNERS, L.L.C.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 27 EAST MONROE STREET SUITE 1400 CHICAGO IL 60603 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 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. SEE INSTRUCTIONS 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
 GENEVA LEASING ASSOCIATES, INC.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1525 KAUTZ ROAD SUITE 100 WEST CHICAGO IL 60185 USA

4. This FINANCING STATEMENT covers the following collateral:

LOAN #10725
ALL DEBTOR'S ASSETS.

LEGAL DESCRIPTION SEE ATTACHED EXHIBIT B.

NNNT 010213K3 B93 II

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

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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		
PRAIRIE STATION TOWNHOUSE 2 PARTNERS LLC		
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 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. SEE INSTRUCTIONS	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:

LOAN #10725
— LEGAL DESCRIPTION SEE ATTACHED EXHIBIT B.

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

Exhibit A
to
Financing Statement
Between
Prairie Station Townhouse 2 Partners L.L.C.
("Debtor," sometimes referred to as "Guarantor")
and
Geneva Leasing Associates, Inc.
("Secured Party")

Collateral. To secure the timely payment and performance of the Liabilities, Debtor hereby assigns, transfers and conveys to Lender the interest of Debtor in the following property (collectively referred to herein as the "Collateral"):

- (a) Mortgage. To secure the prompt performance and repayment of principal and payment of interest on the Note and all other Liabilities including any other indebtedness, obligations and covenants contained in the Mortgage, Debtor hereby mortgages and warrants to Secured Party the tract of land lying in the **County of Cook, State of Illinois**, legally described on Exhibit B hereto (the "Land") (all of the following, together with the Land, referred to herein as the "Mortgaged Premises"):
- (i) all of the buildings, structures and other improvements now standing or at any time thereafter constructed or placed upon the Land;
 - (ii) all building supplies and materials of any kind now or hereafter located on the Land suitable for incorporation into the improvements located on the Land or intended to be incorporated in such improvements;
 - (iii) all heating, plumbing and lighting apparatus, motors, engines and machinery, electrical equipment, incinerator apparatus, air conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description which are now or may hereafter be installed or placed in any building or improvement now or hereafter located on the Land;
 - (iv) all carpeting, draperies, furniture, furnishings, maintenance equipment and all other personal property of any kind whatsoever that may now or hereafter be located in or used in connection with the use, operation, and maintenance of any buildings or improvements now or hereafter located on the Land;
 - (v) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to any and all of the foregoing; and

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Exhibit A (Cont'd)
to
Financing Statement

- (vi) all privileges, hereditaments, easements, appurtenances, estates, rents, issues, profits, condemnation awards, insurance proceeds and other rights and interests now or hereafter belonging or in any way pertaining to the Land or to any building or improvement now or hereafter located thereon.

(b) Assignment of Leases and Rents. Debtor hereby sells, assigns, transfers and sets over to Secured Party all leases now or hereafter affecting the Mortgaged Premises and all rents, profits or other income or payments due or to become due (the "Rent Assignment") with respect to the Mortgaged Premises, whether before or after foreclosure or during any redemption period, including the period of deficiency in repayment, during any receivership created hereunder as additional security for the repayment of the Note and all other Liabilities including any other indebtedness and covenants herein contained, and Debtor hereby further agrees that Secured Party shall have the power, pursuant to this Mortgage, irrevocably to manage, control and lease the Mortgaged Premises to the fullest extent permitted by law. Upon the occurrence of an Event of Default, Secured Party shall have the remedies set forth herein. The covenants of this paragraph shall run with the land, and be valid against Debtor or those claiming by, under or through Debtor, from the date of recording the Mortgage.

This Rent Assignment shall continue to be operative during the period of any foreclosure or other action to enforce the Mortgage, during any receivership created hereunder and during the period of redemption including the period of deficiency in the repayment of the amounts secured hereby. Debtor acknowledges that this Rent Assignment is given as collateral security only and shall not be construed as obligating Secured Party to perform any of the covenants or undertakings required to be performed by Debtor that are contained in any such assigned leases. In the event of surrender or taking possession of the Mortgaged Premises by Secured Party upon Debtor's default, Secured Party may collect the rents and income therefrom, rent or lease the Mortgaged Premises or any portion thereof upon such terms and conditions as Secured Party may deem, in its sole discretion, advisable and apply all proceeds derived therefrom to the payment of principal and interest on the Note or to other costs and expenses relating to the Mortgaged Premises including, but not limited to, taxes, insurance premiums, repairs and preservation costs and expenses.

Exhibit A (Cont'd)
to
Financing Statement

(c) Other Property. To secure the prompt performance and repayment of principal and payment of interest on the Note and all other Liabilities including any other indebtedness and the covenants contained in the Mortgage, Debtor hereby pledges, sells, assigns, transfers and grants to Secured Party a first priority security interest in the following items of property:

- (i) all building supplies and materials, equipment, fixtures and furnishings (including, but not limited to, all motors, engines, boilers, elevators, machinery, heating, plumbing, incinerator and lighting apparatus, electrical equipment, heating and air conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description, plumbing, communication devices, stoves, refrigerators, carpeting, shades, awnings, screens, storm sashes, blinds and equipment, drapes, furniture, furnishings, maintenance equipment, goods and other personal property) now or hereafter located or intended to be located on the Mortgaged Premises of whatsoever type or nature whether now owned or hereafter acquired by Debtor, including all additions, accessions, increases, parts, fittings, accessories, replacements, repairs, betterments and substitutions thereto and proceeds thereof;
- (ii) all accounts, inventory, contract rights, instruments, documents, general intangibles, chattel paper and products and proceeds (including insurance proceeds) thereof arising from or in any way related to the use, occupation or operation of Debtor's business regarding the Mortgaged Premises or lease of inventory or space contained in the Mortgaged Premises or the conduct of Debtor's business related thereto, in all of Debtor's related books, records (whether in binders, computer disc or tape or other wise) and general intangibles (including, but not limited to, any license, certificate of occupancy or operation that may be issued to or for the benefit of Debtor, and products or proceeds whether cash or non-cash thereof (including insurance proceeds); and
- (iii) in the case of each of the foregoing, including items whether now owned or hereafter acquired by Debtor including, but not limited to, all additions, accessions, replacements, repairs, and substitutions thereto and proceeds thereof (including insurance and tort claims).

Exhibit B
to
Financing Statement
Between
Prairie Station Townhouse 2 Partners L.L.C.
("Debtor," sometimes referred to as "Guarantor")
and
Geneva Leasing Associates, Inc
("Secured Party")

Legal Description

That part of the Southwest fractional 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal meridian, described as follows: commencing at the intersection of the North line of the 66 foot wide East 18th Street with the East line of the 66 foot wide South Prairie Avenue; thence North 00 degrees 05 minutes 55 seconds West along the East line of South Prairie Avenue, aforesaid, 255.00 feet to the point of beginning; thence North 89 degrees 54 minutes 05 seconds East, 110.00 feet; thence South 00 degrees 05 minutes 55 seconds East, 20.00 feet; thence North 89 degrees 54 minutes 05 seconds East, 198.00 feet to a point on the West right of Way line of the Illinois Central Railroad; thence North 27 degrees 20 minutes 27 seconds West along the West Right of Way line of the Illinois Central Railroad, aforesaid, 199.50 feet; thence North 90 degrees 00 minutes 00 seconds West 90.34 feet; thence South 00 degrees 02 minutes 31 seconds East, 7.82 feet; thence North 90 degrees 00 minutes 00 seconds West 126.33 feet to a point on the East line of South Prairie Avenue, aforesaid; thence South 00 degrees 05 minutes 55 seconds East, along the East line of South Prairie Avenue, aforesaid, 149.92 feet to the point of beginning, in Cook County, Illinois.

17-22-304-017-0000

17-22-304-018-0000

17-22-501-017-0000

Commonly known as:
vacant land near northeast
corner of East 18th Street +
Prairie Avenue, Chicago, Ill