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5827/0037 30 001 Page 1 of 7
2003-03-14 11:13:30
Cook County Recorder 36.50

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Republic Title of Texas, Inc.
2626 Howell Street 10th FLOOR
DALLAS, TX 75204
Attn: Becky Etter



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
REALTY AMERICA GROUP (LINCOLN MALL), LP

OR

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

1c. MAILING ADDRESS
5440 HARVEST HILL ROAD, SUITE 237 DALLAS TX 75230 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION L.P. 1f. JURISDICTION OF ORGANIZATION TEXAS 1g. ORGANIZATIONAL ID #, if any TX 800162094 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
FINOVA CAPITAL CORPORATION

OR

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

3c. MAILING ADDRESS
4800 NORTH SCOTTSDALE ROAD SCOTTSDALE AZ 85251 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE COLLATERAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO.

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

FINOVA - LINCOLN MALL LLC

RECORD IN COOK COUNTY, IL

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		
REALTY AMERICA GROUP (LINCOLN MALL), LP		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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:

16. Additional collateral description:

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):

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"

COLLATERAL DESCRIPTION

All of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the following described property, and including all additions, substitutions, accessions, repairs, replacements and the proceeds and products of the following described property, whether installed, affixed, attached, kept or situated on, to or at the real property ("Property") described in Exhibit "B", or used, acquired or produced in connection with the operation of the business thereon, wherever located as follows (collectively, the "Collateral"):

All buildings, structures, improvements, plants, works, and fixtures now or at any time hereafter located on any portion or the Property and, without any further act, all extensions, additions, betterments, substitutions, and replacements thereof, together with all rights-of-way, easements, licenses, privileges, water and water rights and appurtenances to the Property.

All right, title, and interest of Mortgagor in and to all fixtures, furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now or at any time hereafter installed or located on or used or usable in connection with the Property or the buildings and improvements situated thereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by Mortgagor, including but not limited to, all accessories, all lighting, heating, cooling, ventilating, air-conditioning, humidifying, dehumidifying, plumbing, sprinkling, incinerating, refrigerating, air-cooling, lifting, fire extinguishing, cleaning, communicating, and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, and escalators, and the machinery, appliances, fixtures, and equipment pertaining thereto, all of which fixtures, furnishings, furniture, equipment, machinery, and other property shall be deemed to be part of the Collateral.

All rights, privileges, permits, licenses (to the extent assignable under applicable law), management contracts, supply agreements, insurance policies, franchise agreements, reservation system agreements, construction contracts, plans and specifications and other contracts authorizations, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any wise appertaining to all or any part of the Property or required or used in connection with the operation of any business thereon.

All of Mortgagor's right, title and interest in and to those certain reserve accounts described in the Loan Agreement, and in and to all funds from time to time on deposit therein.

All rents, sales proceeds, income, room rates, rents, accounts, issues, profits, royalties, and other revenues derived from or belonging to all or part of the Property and the Collateral or any part thereof, generated from the operation of Mortgagor's business thereon, and the proceeds thereof, and all rights, whether now or at any time hereafter existing, of Mortgagor, under, pursuant to, or in connection with any and all existing and future leases, subleases, and use and occupancy agreements and other agreements affecting all or any part of the Property and the Collateral, and the

proceeds thereof, and in all instances whether arising before or after the filing of a bankruptcy petition by or against Debtor.

All Mortgagor's pre-petition and post-petition accounts, and rights to the payment of money, including, without limitation, all revenues of any sort, payment for goods sold or leased or for services rendered, whether or not Mortgagor has earned such payment by performance, rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. These rights include all rights and interests (including all liens and security interests) which Mortgagor may have by law or agreement against any account debtor or obligor of Mortgagor.

All general intangibles, including, without limitation, trademarks, tradenames, and copyrights, now or hereafter used in connection with the Property.

All of Mortgagor's books and records and other instruments and documents of title pertaining to any of the Collateral described herein.

Any other assets in which Mortgagor has or asserts an ownership interest in and which are used or useful in connection with the operation of the Property and Collateral as a commercial resort hotel, conference center and golf course.

Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Property and the Collateral and other property and interests described in this Exhibit "B" into cash or liquidated claims, including without limitation by reason of specification, all proceeds of insurance and all awards and payments, including interest thereon, which may be made in respect of all or any part of the Property or Collateral, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Property or Collateral, the exercise of the right of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Property, or any other injury to or decrease in the value of all or any part of the Property or Collateral.

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 (EXCEPT THE NORTH 70 FEET OF THAT PART OF LOT 1 IN LINCOLN MALL LYING SOUTH AND ADJACENT TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22) AND LOT 6 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1972 AS DOCUMENT 21840731 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES, AND OTHER UTILITY LINES, STORM WATER RETENTION BASIN, FIRE PROTECTION WATER STORAGE TANK AND PUMP HOUSE FACILITIES, THE CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF COMMON FOUNDATIONS, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDINGS AND OTHER OVERHANGS, AWNINGS, ALARM BELLS, SIGNS, LIGHTS AND LIGHTING DEVICES, UTILITY VAULTS AND OTHER SIMILAR APPURTENANCES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS, CREATED AND GRANTED AS APPURTENANCES TO THE AFOREDESCRIBED PARCEL 1, CREATED IN THE RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT RECORDED MARCH 24, 1972 AS DOCUMENT 21846183, AS AMENDED BY EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069, AS ASSIGNED TO LINCOLN MALL LLC BY ASSIGNMENT AND ASSUMPTION OF RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED DECEMBER 17, 1998 AS DOCUMENT 08148392.

PARCEL 3:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, CREATED AND GRANTED AS APPURTENANCES TO THE AFOREDESCRIBED PARCEL 1, CREATED IN THE TOTAL SITE AGREEMENT RECORDED MARCH 24, 1972 AS DOCUMENT 21846182, AS AMENDED BY EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069.

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PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM ARCO PIPE LINE COMPANY, A CORPORATION OF DELAWARE, DATED MARCH 22, 1973 AND RECORDED MAY 14, 1973 AS DOCUMENT 22323290 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS AND WATER LINES AS DESCRIBED IN SAID INSTRUMENT.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM NATURAL GAS PIPELINE COMPANY OF AMERICA, A CORPORATION OF DELAWARE, RECORDED AUGUST 17, 1973 AS DOCUMENT 22443133 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS AND WATER LINES.

PARCEL 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT OF EASEMENT RECORDED MAY 4, 1990 AS DOCUMENT 90207756, FOR THE INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE OUTFALL FACILITIES AND OTHER DRAINAGE FACILITIES.

PARCEL 7:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, LYING NORTH OF THE NORTHERLY LINE OF THE PENN-CENTRAL RAILROAD (FORMERLY THE MICHIGAN CENTRAL RAILROAD) RIGHT OF WAY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH A LINE 125 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, SAID LINE BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY; THENCE WEST ON THE NORTHERLY LINE OF SAID RAILROAD, SAID LINE HAVING A BEARING OF NORTH 89 DEGREES 43 MINUTES 45 SECONDS WEST FOR THE PURPOSE OF THE DESCRIPTION, A DISTANCE OF 812 FEET TO A POINT; THENCE NORTH 00 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 220 FEET TO A POINT; THENCE NORTH 45 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 862.77 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 45 SECONDS EAST, A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTHERLY ON A LINE 125 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY AND SAID LINE HAVING A BEARING OF SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 832 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 7 TO LINCOLN HIGHWAY (U.S. ROUTE 30) AND CICERO AVENUE, AS SET FORTH IN AGREEMENT AND DECLARATION RECORDED NOVEMBER 8, 1968 AS DOCUMENT 20671343 AND AMENDED BY DESIGNATION OF EASEMENT RECORDED NOVEMBER 10, 1977 AS DOCUMENT 24188603, OVER RING ROAD IN LINCOLN MALL SHOPPING CENTER, IN COOK COUNTY, ILLINOIS.

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PARCEL 9:

LOT 2 IN THE RESUBDIVISION OF LOT 8 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1977 AS DOCUMENT 23835201 IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOT 9 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT 24693781, COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 (BEING THE POINT WHERE THE SOUTH LINE OF SAID LOT 1 INTERSECTS THE EAST LINE OF CICERO AVENUE) AND PROCEEDING THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ON SAID SOUTH LINE 30 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH LINE 20 FEET; THENCE WESTERLY PARALLEL TO SAID SOUTH LINE 30 FEET; THENCE SOUTHERLY 20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF LOT 12 IN THE RESUBDIVISION OF LOT 12 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1974 AS DOCUMENT 22684834, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 150.28 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 396.11 FEET, A DISTANCE OF 91.89 FEET; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 61.03 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 24.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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(6) Parcel Numbers

31-22-300-021-0000
31-22-300-022-0000
31-22-300-027-0000
31-22-300-037-0000
31-22-300-039-0000
31-22-300-041-0000
31-22-300-051-0000

Property Address:
208 LINCOLN MALL
MATTESON, IL

County Clerk's Office