

UNOFFICIAL COPY

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Cook County Recorder 36.50



0030385113

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

T. Randall Graeb
Barack Ferrazzano Kirschbaum Perlman & Nagelberg LLC
333 West Wacker Drive, Suite 2700
Chicago, IL 60606

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
Realen Homes, L.P.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1040 Stoneyhill Road, Suite 100 Lower Makefield Corporat Center Yardley PA 19067 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
23-3008293 Limited Partnership Pennsylvania 2972830 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
Wells Fargo Bank, National Association, a national banking association

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
225 West Wacker Drive, Suite 2550 Chicago IL 60606 USA

4. This FINANCING STATEMENT covers the following collateral:

All of the Debtor's right, title and interest in, to and under the Collateral, whether now owned or hereafter acquired or arising and as more particularly described on Schedule 1 attached hereto and made a part hereof located on or related to the property described on Exhibit A 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

WFBK166 Cook County, IL Fixture Filing

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 Realen Homes, L.P.			
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. 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:

Real property is described on the attached Exhibit A.

16. Additional collateral description:

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

Debtor is record owner.

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

SCHEDULE 1 TO UCC FINANCING STATEMENT

<u>Debtor</u>	<u>Secured Party</u>
Realen Homes, L.P. ("Debtor") Lower Makefield Corporate Center 1040 Stoneyhill Road, Suite 100 Yardley, Pennsylvania 19067 Attn: Mr. John Previ	Wells Fargo Bank, National Association ("Secured Party") 225 West Wacker Drive Suite 2550 Chicago, Illinois 60606 Attn: MildajRoszkiewicz

All capitalized terms not defined herein shall have the meanings ascribed to them in that certain Mortgage, Assignment of Rents and Security Agreement by Debtor, as Borrower to Secured Party, as Lender dated as of March 20, 2003. Debtor grants to Secured Party, all of Debtor's right, title and interest in, to and under the property now or hereafter owned by Debtor, described in the following paragraphs (the "Mortgaged Property"):

A. All those certain tracts, pieces or parcels of land legally described in Exhibit A attached hereto and hereby 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

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 Paragraph 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 (as defined in the Loan Agreement) located thereon, whether heretofore, now or hereafter entered into; 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 Paragraph 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); 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 the state in which the Mortgaged Property is located (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; 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, conveyance, hypothecation, grant, pledge or other transfer of any or all of the foregoing real or personal property, except as otherwise provided in Article 2 of the Loan Agreement specifying the extent of Debtor's obligation to pay to Secured Party a portion of the proceeds from the

closing of sales of Homes or Lots (both as defined in the Loan Agreement); and

J. 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. All refunds, rebates, reimbursements and payments of any kind due from or payable by any governmental authority for any taxes, assessments or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Mortgaged Property or upon any part 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; and

M. All rights, titles, interests and other claims, at law or in equity, that Debtor now has or may hereafter acquire pursuant to any condominium declaration or amendment thereto.

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

PART OF THE SOUTH 1500 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SECTION) OF SECTION THIRTY (30), TOWNSHIP FORTY-ONE (41) NORTH, RANGE NINE (9) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF GIFFORD ROAD AND THE SOUTH LINE OF SAID SECTION THIRTY (30); THENCE NORTHERLY, ALONG SAID CENTERLINE, A DISTANCE OF 1502.13 FEET TO A POINT 1500 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION THIRTY (30) AS MEASURED PERPENDICULAR THERETO; THENCE WESTERLY, PARALLEL WITH SAID SOUTH LINE, AT AN ANGLE OF 86 DEGREES 57 MINUTES 04 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1192.37 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 93 DEGREES 02 MINUTES 57 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1370.48 FEET; THENCE EASTERLY, AT AN ANGLE OF 75 DEGREES 50 MINUTES 30 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 27.33 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 87 DEGREES 08 MINUTES 53 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 136.90 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 116 DEGREES 17 MINUTES 03 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 2.19 FEET TO A POINT ON THE SOUTH LINE OF SAID THIRTY (30); THENCE EASTERLY, 30 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1140.71 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE NORTH 1/2 OF SECTION 31, LYING NORTH OF THE CENTERLINE OF WEST BARTLETT ROAD AND LYING WEST OF THE CENTERLINE OF GIFFORD ROAD ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE 3RD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF WEST BARTLETT ROAD & THE CENTERLINE OF GIFFORD ROAD; THENCE WESTERLY, ALONG THE CENTERLINE OF WEST BARTLETT ROAD, A DISTANCE OF 1368.43 FEET; THENCE NORTHERLY AT AN ANGLE OF 89 DEGREES 05 MINUTES 55 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE DESCRIBED COURSE, A DISTANCE OF 1905.79 FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 135 DEGREES 09 MINUTES 64 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE A DISTANCE OF 26.43 FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 150 DEGREES 44 MINUTES 30 SECONDS AS MEASURED CLOCKWISE

(Continued)

EXHIBIT A

LEGAL DESCRIPTION CONTINUED

FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 369.03 FEET, THENCE NORTHEASTERLY, AT AN ANGLE OF 147 DEGREES 08 MINUTES 56 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 321.46 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 143 DEGREES 28 MINUTES 26 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 146.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE EASTERLY ALONG SAID NORTH LINE AT AN ANGLE OF 145 DEGREES 30 MINUTES 30 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1140.71 FEET TO A POINT ON THE CENTERLINE OF SAID GIFFORD ROAD; THENCE SOUTHERLY, ALONG SAID CENTERLINE, AT AN ANGLE OF 56 DEGREES 51 MINUTES 57 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 2660.75 FEET (2654.93 FT. PER PLAT) TO THE POINT OF BEGINNING;

EXCEPTING FROM SAID PARCEL 2 THE FOLLOWING LAND CONVEYED TO THE COUNTY OF COOK BY DOCUMENT NO. 96402812, RECORDED MAY 29, 1996 AND DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF 66 FOOT GIFFORD ROAD AND THE NORTHERLY RIGHT OF WAY LINE OF 66 FOOT WEST BARTLETT ROAD; THENCE NORTH ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 20 FEET; THENCE SOUTHWESTERLY TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE THAT IS 20 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION PURPOSES ONLY:

PINS: 06-30-400-008
06-31-101-001
06-31-200-002

COMMON ADDRESS: NORTHWEST CORNER OF THE INTERSECTION OF GIFFORD ROAD AND WEST BARTLETT ROAD, COOK COUNTY, ILLINOIS