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Eugene "Gene" Moore Fee: \$70.00
Cook County Recorder of Deeds
Date: 04/21/2003 02:12 PM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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 ANTONIO FRANCESCO INGRAFFIA, AS TRUSTEE OF THE ANTONIO INGRAFFIA LIVING TRUST, UNDER TRUST AGREEMENT DATED APRIL 29, 1993

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 3607 WEST FULLERTON AVE CHICAGO IL 60647 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 DOMENICO GAMBINO, AS TRUSTEE OF THE DOMENICO GAMBINO LIVING TRUST, UNDER TRUST AGREEMENT DATED APRIL 28, 1993

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS 3607 WEST FULLERTON AVE CHICAGO IL 60647 USA

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION TRUST 2f. JURISDICTION OF ORGANIZATION ILLINOIS 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 FIFTH THIRD BANK (CHICAGO)

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS 1701 GOLF RD., 7TH FLOOR ROLLING MEADOWS IL 60008 USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibit A for Collateral Description
See attached Exhibit B for Legal Description

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

Cook County IL

BOX 333-CT1

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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
Antonio Francesco Ingraffia, as Trustee

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 USA

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 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 USA

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 attached Exhibit B for legal description

Common addresses:

2500 North Central, Chicago, Illinois; and
7411 West Grand, Elmwood Park, Illinois,

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

Debtors are record owners

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-1 Financing Statement Collateral Description

DEBTORS: Antonio Francesco Ingrassia, as Trustee of the Antonio Ingrassia Living Trust, under Trust Agreement dated April 29, 1993

Domenico Gambino, as Trustee of the Domenico Gambino Living Trust, under Trust Agreement dated April 28, 1993
(Collectively, "Debtor")

SECURED PARTY: Fifth Third Bank (Chicago)

NOTE: All capitalized terms used herein have those meanings ascribed to them in that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing between the Debtors (as Mortgagor) and Secured Party (as Mortgagee) dated as of April 9, 2003.

Collateral Description:

All of Mortgagor's estate, right title and interest in, to and under the Real Estate described in Exhibit A attached hereto and made a part hereof, situate, lying and being in the City of Chicago and City of Elmwood Park, County of Cook and the State of Illinois which, with the property hereinafter described, is hereinafter collectively referred to as the "**Premises**":

TOGETHER with all right, title and interest which Mortgagor may now have or hereafter acquire in, to, under or as holder of, all property of any kind or nature whatsoever, including without limitation, the items of property which are described in **clauses (a)** through **(i)** below:

(a) the Improvements and any and all other buildings and other improvements of every kind and description now or hereafter erected or placed on the Real Estate and all materials intended for construction, reconstruction, alteration and repair of the Improvements and all such buildings and improvements, now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon delivery thereof to the Real Estate;

(b) all tenements, easements, fixtures and appurtenances thereto pertaining or belonging whether now held or hereafter acquired, including, without limitation, all easements, licenses, privileges and appurtenances created pursuant to any declaration of covenants, conditions, restrictions or easements now existing or hereafter created;

(c) all leases, lettings, agreements for use and occupancy, concessions and licenses of or with respect to any or all of the Improvements or other improvements on the Real Estate (collectively, the "**Leases**"), and all gross receipts, rents, issues and profits thereof accruing

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and to accrue from the Premises and the avails thereof (collectively, the "Rents") for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily);

(d) all land lying in the bed of any street, road, avenue, alley, sidewalk or walkway opened or proposed, vacated or adjoining the Real Estate;

(e) all other property, fixtures, apparatus, machinery, equipment, goods, systems and articles of any kind or nature whatsoever now or hereafter in or on the Premises and used or useful in connection with the Improvements or any other portion of the Premises, including, without limitation, those used to produce and/or supply electricity, steam, heat, gas, air cooling, air conditioning, ventilation, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled); and all maintenance and cleaning materials, equipment and supplies; and all conduits, ducts, generators, compressors, pumps, tanks, motors; and all inventory, raw materials, scrap materials, component parts, work-in-process and finished and unfinished goods; and all bathroom fixtures, kitchen and restaurant equipment, shades, awnings, venetian blinds, screens, doors, windows, appliances, curtain fixtures, partitions, floor coverings and all building materials; and all security, life-safety, telephone, computer, communication, and audio-visual systems, equipment and supplies; and all other fixtures, apparatus, equipment, machinery, furniture, furnishings, supplies, goods and articles and all other items of tangible personal property of whatever kind now or hereafter owned by Mortgagor;

(f) all right, title and interest of Mortgagor in and to any and all contracts and contract rights, together with all the reversions and remainders and all insurance proceeds, deposits, refunds, rebates, rents, tolls, issues and profits related thereto and any other expectancy under or from any such contract or contract right, including, without limitation, all the estate, right, title, interest and claims whatsoever, at law or in equity, which Mortgagor may now or hereafter acquire with respect to the Improvements or any other portion of the Premises;

(g) All "accounts" (as defined in the Uniform Commercial Code as in effect in Illinois from time to time -- the "UCC") and other receivables and rights to payment, including, without limitation, all right, title and interest of Mortgagor to receivables from and payment for goods or for services rendered, whether or not earned by performance, and whether or not evidenced by an instrument or chattel paper;

(h) all right, title and interest of Mortgagor in and to all contracts and agreements for the design, construction, operation or inspection of the Improvements, all advertising materials, guaranties, warranties, plans and specifications, building permits, other permits, licenses, certificates, variances, concessions, grants, franchises, consents, approvals, licenses, soil tests, environmental reports, market and feasibility studies, appraisals, insurance policies, title insurance policies, all contracts and agreements, including, without limitation, all supply

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and service contracts for water, sanitary and storm sewer, drainages, electricity, steam, gas, telephone and other utilities relating to the Premises and any other documents, materials or personal property of any kind now or hereafter existing in connection with the use of the Premises and in and to all contracts relating to the construction, operation and maintenance of the Premises; and

(i) all right, title and interest of Mortgagor in and to any general intangibles not otherwise specified herein, trade names, goodwill, authorizations, variances, land use entitlements, appurtenances, permits, licenses, approvals, clearances and consents; it being understood that the enumeration of any specific articles of property in **clauses (a) through (i)** above shall in no way result in or be held to exclude any items of property not specifically mentioned or any such items hereafter acquired (the items in **clauses (e), (f), (g), (h) and (i)** above being sometimes collectively called the "**Personal Property**"); and

TOGETHER with all estates, interests, rights, titles, claims or demands which Mortgagor now has or may hereinafter acquire in the Premises, including, but not limited to, any and all awards or payments, including interest thereon, and the right to receive the same, which may be made to or for the account of Mortgagor with respect to the Premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Real Estate, (d) any other injury to or decrease in the value of the Premises, or (e) any refund due on account of the payment of real estate taxes, assessment or other charges levied against or imposed upon the Premises -- Mortgagor hereby agreeing to execute and deliver, from time to time, such further instruments as may be reasonably requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate mortgaged hereby and to be appropriated to the use of the real estate, and shall, for the purposes of this Mortgage, be deemed to be real estate and conveyed and mortgaged hereby. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of said real estate, this Mortgage is hereby deemed to be, as well, a security agreement under the UCC for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as "secured party" (as said term is defined in the UCC), securing said indebtedness and obligations described in this Mortgage, and Mortgagee shall have, in addition to its rights and remedies hereunder, all rights and remedies of a "secured party" under the UCC. As to any of the above personal property which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC.

The Premises shall include any and all property now or hereafter owned or created, replacements and substitutions therefor, accessions thereto, proceeds (whether cash, noncash,

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moveable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and all proceeds and products from any and all of the foregoing (a) through (i).

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UNOFFICIAL COPY**Exhibit B to UCC - Financing Statement**
Legal Description

Lots 13 to 36 inclusive in Fullerton Central Manor, being a subdivision in the East ½ of the Southeast ¼ of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded April 26, 1929 as Document 10352966 in Cook County, Illinois.

PIN 13-29-424-045-0000

Parcel 1: Lot 18 (except the Easterly 15 feet thereof) in Block 2 in W. F. Kaiser and Company's Grand Avenue Subdivision being a subdivision of that part of the East ½ of the Southeast ¼ of Section 25 and that part of the Northeast ¼ of the Northeast ¼ of Section 36 lying Northeasterly of the 100 foot right of way of the Chicago Milwaukee and St Paul RW Company and Southwesterly of the center of Grand Avenue all in Township 40-12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: A 33 foot public street lying South of the Southerly Line of Grand Avenue North of the Northerly line of the Chicago Milwaukee and St Paul Railroad and West of the West line and said West line extended South of Lot 18 in Block 2 in W. F. Kaiser and Company Grand Avenue Subdivision being a subdivision of that part of the East ½ of the Southeast ¼ of Section 25 and that part of the Northeast ¼ of the Northeast ¼ of Section 36 lying Northeasterly of the 100 foot right of way of the Chicago Milwaukee and St Paul Railroad Company and Southwesterly of the center of Grand Avenue all in Township 40-12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lot 1 and the Easterly 10 ½ feet of Lot 2 in Block 14 in Ellsworth being a subdivision of Blocks 1 to 10 inclusive, 13, 14 and the West 225 feet of Block 12, the North 350 feet of Block 11, the East ½ of Block 18 and the North 350 feet of the West ½ of Block 18 in Chicago Heights in the West ½ of the South East ¼ of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: That part of the West ½ of the Southeast ¼ of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northeast corner of Lot 1 in Block 14 in Ellsworth, a subdivision of Blocks 1 to 10, 13, 14 the North 225 feet of Block 12 the North 350 feet of Block 11 the East ½ of Block 18 and the North 350 feet of the West ½ of Block 18 of Chicago Heights, a subdivision of part of the West ½ of the Southeast ¼ of said Section 25: thence South along the East line of said Lot 1 to the Northerly line of the right of way of the Chicago Milwaukee and St. Paul Railroad: thence Easterly along the Northerly line of said right of way to the East

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line of the West 1/2 of the Southeast 1/4 of said Section 25: thence North along said East line to West 1/2 of the Southeast 1/4 of Section 25 to the Southerly line of Grand Avenue: thence Westerly along said Southerly line of Grand Avenue to the point of beginning in Cook County, Illinois.

PIN 12-25-429-015-0000; 12-25-429-016-0000; 12-25-429-017-0000; 12-25-429-018-0000;
12-25-430-012-0000

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