

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 04/24/2003 11:19 AM Pg: 1 of 7

## 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  
801 Adlai Stevenson Drive  
Springfield, IL 62703-4261

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*7/24*

809477 / AL MARUMMER

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 <b>RIDGE COMMONS LLC</b>				
OR		1b. INDIVIDUAL'S LAST NAME		
1c. MAILING ADDRESS <b>8614 WEST CATALPA, SUITE 1012</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60656</b>
1d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>LLC</b>	1f. JURISDICTION OF ORGANIZATION <b>ILLINOIS</b>	1g. ORGANIZATIONAL ID #, if any <b>00351008</b> <input type="checkbox"/> 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		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
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 <input type="checkbox"/> 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 <b>NEW CENTURY BANK</b>				
OR		3b. INDIVIDUAL'S LAST NAME		
3c. MAILING ADDRESS <b>363 WEST ONTARIO STREET</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60610</b>

4. This FINANCING STATEMENT covers the following collateral:

SEE COLLATERAL AS DESCRIBED ON EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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 FEE] [optional]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			

8. OPTIONAL FILER REFERENCE DATA

Record with Cook County, Illinois

# BOX 333-CT1

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FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME

RIDGE COMMONS 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. 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

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 description of real property on Exhibit B attached hereto and by this reference incorporated herein.

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 Estate18. 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 FINANCING STATEMENT

**Debtor:**

Ridge Commons LLC  
8614 West Catalpa, Suite 1012  
Chicago, Illinois 60657

**Secured Party:**

New Century Bank  
363 West Ontario Street  
Chicago, Illinois 60610

### Collateral

All of Debtor's estate, right, title and interest, whether now or hereafter acquired, in and to the Premises, together with the following described property, whether now or hereafter acquired (the Premises, together with a security interest in and a lien on the following described property being hereinafter referred to collectively as the "**Mortgaged Property**"), all of which other property is hereby pledged on a parity with the Premises and not secondarily:

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

(b) All right, title and interest of Debtor, if any, including, without limitation, any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, sidewalks and alleys adjoining the Premises;

(c) Each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights and any and all other rights, liberties and privileges of the Premises or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

(d) All leases now or hereafter on or affecting the Premises, whether written or oral, and all agreements for use of the Premises, together with all rents, issues, deposits, profits and other benefits now or hereafter arising from or in respect of the Premises accruing and to accrue from the Premises and the avails thereof;

(e) All fixtures and personal property now or hereafter owned by Debtor and attached to, contained in or used in connection with the Premises or the aforesaid improvements thereon, including, without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, inventory, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring and all renewals or replacements thereof or articles in substitution therefor, whether or not the same be attached to such

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improvements, it being agreed that all such property owned by Debtor and placed on the Premises or used in connection with the operation or maintenance thereof shall, so far as permitted by law, be deemed for the purpose of that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement made as of February 28, 2003, by Debtor to the Secured Party ("Mortgage"), to be part of the real estate constituting and located on the Premises and covered by the Mortgage;

(f) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Premises and the other Mortgaged Property, or any part thereof, or to any rights appurtenant thereto;

(g) All compensation, awards, damages, claims, rights of actions and proceeds of or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Premises and the other Mortgaged Property or any part thereof, (ii) damage to all or any portion of the Premises and the other Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Premises and the other Mortgaged Property or of other property, or (iii) the alteration of the grade of any street or highway on or about the Premises and the other Mortgaged Property or any part thereof; and except as otherwise provided herein, the Secured Party is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and to apply the same toward the payment of the indebtedness and other sums secured hereby;

(h) All contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Premises or the other Mortgaged Property or any part thereof;

(i) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Premises or the other Mortgaged Property;

(j) All building materials and goods which are procured or to be procured for use on or in connection with the Mortgaged Property, whether or not such materials and goods have been delivered to the Premises;

(k) All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses, contracts for services to be rendered to Debtor, or otherwise in connection with the Mortgaged Property and all other property, contracts, reports, proposals, and other materials now or hereafter existing in any way relating to the Premises or the other Mortgaged Property or construction of additional improvements thereto;

(l) Any and all accounts of Debtor maintained with the Secured Party; and

The proceeds from any sale, transfer, pledge or other disposition of any or all of the foregoing described Mortgaged Property.

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STREET ADDRESS: RIDGE COMMONS

CITY: ARLINGTON HEIGHTS

COUNTY: COOK

TAX NUMBER: 03-06-400-047-0000

LEGAL DESCRIPTION:

03-06-400-051-0000,

03-06-400-049-0000,

03-06-400-050-0000

03-06-400-052-0000, 03-06-400-061-0000

PARCEL A:

PARCEL 1:

LOT 6 IN WESTRIDGE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, **EXCEPT THAT PORTION, DESCRIBED AS FOLLOWS:**

THAT PART OF LOT 6 OF WESTRIDGE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1985 AS DOCUMENT 85084774, DESCRIBED AS FOLLOWS:

COMMENCING AT A CORNER OF LOT 6, ALSO BEING THE SOUTHWEST CORNER OF LOT 5; THENCE NORTH 00 DEGREE, 24 MINUTES, 15 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 123.00 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 30 SECONDS EAST, A DISTANCE 30.00 FEET; THENCE NORTH 00 DEGREE, 24 MINUTES, 15 SECONDS EAST, A DISTANCE OF 177.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 59 MINUTES, 46 SECONDS WEST, A DISTANCE OF 50.15 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 14 SECONDS EAST, A DISTANCE OF 34.30 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 46 SECONDS EAST, A DISTANCE OF 1.73 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 14 SECONDS EAST, A DISTANCE OF 237.32 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 30 SECONDS EAST, A DISTANCE OF 106.54; THENCE SOUTHERLY ALONG THE FOLLOWING FOUR (4) COURSES ALONG THE WEST LINE OF SAID LOT 5:

THENCE SOUTH 00 DEGREE, 25 MINUTES, 31 SECONDS, A DISTANCE OF 16.35 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 00 DEGREE, 24 MINUTES, 15 SECONDS WEST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 64 DEGREES, 06 MINUTES, 42 SECONDS WEST, A DISTANCE OF 56.44 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN WESTRIDGE UNIT 1, **RESUBDIVISION** OF LOT 4 OF WESTRIDGE UNIT 1, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, **ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1986 AS DOCUMENT 86102638**, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF AND APPURTENANT TO **PARCEL 1**, AS FOLLOWS:

EASEMENT FOR THE USE, MANAGEMENT, OPERATION, MAINTENANCE, RECONSTRUCTION AND REPAIR OF THE COMMON AREA; PERPETUAL EASEMENT FOR THE MAINTENANCE, REPAIR, RECONSTRUCTION OF ANY FACILITIES LOCATED IN SUCH PROXIMITY TO THE SERVIENT ESTATE THAT SUCH FACILITIES CAN AS A PRACTICAL MATTER, BE SO MAINTAINED, REPAIRED OR RECONSTRUCTED MOST ADVANTAGEOUSLY FROM SAID SERVIENT ESTATE; EASEMENT FOR PARKING AND PASSAGE OF VEHICLES OVER THE PARKING AREA AND ROADWAYS; EASEMENT FOR PASSAGE OF PEDESTRIANS OVER THE PARKING AREA, ROADWAYS AND WALKWAYS; PERPETUAL EASEMENT FOR ABUTMENT TO THE OTHER PARTY'S BUILDING; EASEMENT FOR THE RIGHT OF SELF HELP IN PERFORMING CERTAIN OBLIGATIONS REQUIRED OF ADJOINING OWNERS; PERPETUAL EASEMENT FOR THE RIGHT TO CREATE CERTAIN ENCROACHMENTS ONTO ADJOINING PROPERTY; PERPETUAL EASEMENT FOR THE RIGHT TO INSTALL AND USE COMMON UTILITY FACILITIES AND FUTURE OTHER PIPES, LINES, CONDUITS, WIRES, CABLES AND OTHER UTILITY FACILITIES (SAID UTILITY EASEMENTS TO BE EXCLUSIVE INSOFAR AS THEY RELATE TO PIPE(S) WHICH ARE

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LATERAL(S) TO SERVICE THE BUILDING IN QUESTION) LOCATED WITHIN 5.00 FEET OF THE BUILDING LINE OF THE GRANTEE AND ANY OTHER PIPE(S) NOT A COMMON UTILITY FACILITY, AND NON-EXCLUSIVE INSOFAR AS THEY RELATE TO COMMON UTILITY FACILITIES) OVER, UPON, UNDER, ALONG AND ACROSS PARTS OF:

LOT 5 IN WESTRIDGE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS CREATED BY THAT CERTAIN RIDGE PLAZA OPERATING AGREEMENT DATED JUNE 24, 1985 RECORDED JULY 3, 1985 AS DOCUMENT 85088497, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF AND APPURTENANT TO **PARCEL 1**, AS FOLLOWS:

EASEMENT FOR THE PARKING AND PASSAGE OF VEHICLES OVER THE PARKING AREA AND ROADWAYS AND THE PASSAGE OF PEDESTRIANS OVER THE PARKING AREA, ROADWAYS AND WALKWAYS (EXCEPT AS NOTED IN PARAGRAPH 1. A. OF DOCUMENT 86012640) AND PERPETUAL EASEMENT FOR THE RIGHT TO INSTALL AND USE COMMON UTILITY FACILITIES AND FUTURE OTHER PIPES, LINES, CONDUITS, WIRES, CABLES AND OTHER UTILITY FACILITIES (SAID UTILITY EASEMENTS TO BE EXCLUSIVE INSOFAR AS THEY RELATE TO PIPE(S) (WHICH ARE LATERAL(S) TO SERVICE THE BUILDING IN QUESTION) LOCATED WITHIN 5.00 FEET OF THE BUILDING LINE OF THE GRANTEE AND ANY OTHER PIPE(S) NOT A COMMON UTILITY FACILITY, AND NON-EXCLUSIVE INSOFAR AS THEY RELATE TO COMMON UTILITY FACILITIES) OVER, UPON, UNDER, ALONG AND ACROSS PARTS OF:

THAT PART OF LOT 4 IN WESTRIDGE UNIT 1 BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREE, 24 MINUTES, 15 SECONDS EAST, A DISTANCE OF 22.50 FEET ALONG THE WEST LINE OF SAID LOT THE TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREE, 24 MINUTES, 15 SECONDS EAST, A DISTANCE OF 17.26 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON A CURVE, CONVEX TO THE WEST, HAVING A RADIUS OF 181.40 FEET, AN ARC DISTANCE OF 66.92 FEET TO A POINT OF TANGENT; THENCE NORTH 21 DEGREES, 32 MINUTES, 24 SECONDS EAST, A DISTANCE OF 122.42 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON A CURVE, CONVEX TO THE EAST, HAVING A RADIUS OF 247.40 FEET, AN ARC DISTANCE OF 51.97 FEET; THENCE SOUTH 75 DEGREES, 20 MINUTES, 34 SECONDS EAST, A DISTANCE OF 137.95 FEET; THENCE SOUTH 11 DEGREES, 42 MINUTES, 51 SECONDS WEST, A DISTANCE OF 69.29 FEET; THENCE SOUTH 12 DEGREES, 59 MINUTES, 18 SECONDS EAST, A DISTANCE OF 64.76 FEET; THENCE SOUTH 00 DEGREE, 24 MINUTES, 15 SECONDS WEST, A DISTANCE OF 80.55 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 29 SECONDS WEST, A DISTANCE OF 205.00 FEET TO THE POINT OF BEGINNING.

**ALSO KNOWN AS:**

LOT 1 IN WESTRIDGE UNIT 1, **RESUBDIVISION** OF LOT 4 OF WESTRIDGE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED **MARCH 14, 1986 AS DOCUMENT 86102638**

CREATED BY THAT CERTAIN RIDGE PLAZA OPERATING AGREEMENT DATED JUNE 24, 1985 RECORDED JULY 3, 1985 AS DOCUMENT 85088497, AS CONFIRMED BY THE IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION RECIPROCAL EASEMENT AGREEMENT DATED FEBRUARY 1, 1986 AND RECORDED MARCH 14, 1986 AS DOCUMENT 86102640, IN COOK COUNTY, ILLINOIS.

**PARCEL B: INTENTIONALLY OMITTED.**

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**PARCEL C:**

LOTS 2 TO 4, INCLUSIVE, IN WESTRIDGE UNIT 1, RESUBDIVISION OF LOT 4 OF WESTRIDGE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1986 AS DOCUMENT 86102638, IN COOK COUNTY, ILLINOIS.

**PARCEL D:**

LOT 2 IN WESTRIDGE UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 17, 1989 AS DOCUMENT 89075667, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office