



0312041108

Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 04/30/2003 12:07 PM Pg: 1 of 5

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**KELLEY DRYE & WARREN LLP**  
101 Park Avenue  
New York, NY 10178  
Attn: Robert D. Bickford, Jr., Esq.

THIS SPACE FOR USE OF FILING OFFICER

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

**Country Club Estates, Inc.**

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS **9800 West Joliet Road**

CITY  
**Countryside**

STATE  
**IL**

POSTAL CODE  
**60525**

COUNTRY  
**USA**

1d. TAX I.D.#, SSN OR EIN  
**27-0048772**

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION  
**Corporation**

1f. JURISDICTION OF ORGANIZATION  
**Illinois**

1g. ORGANIZATIONAL I.D.#, if any  
**62717041**

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

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX I.D.#, SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL I.D.#, if any

None

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party (3a or 3b)

3a. ORGANIZATION'S NAME

**Bear Stearns Commercial Mortgage, Inc.**

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS **383 Madison Avenue**

CITY  
**New York**

STATE  
**NY**

POSTAL CODE  
**10179**

COUNTRY  
**USA**

4. This FINANCING STATEMENT covers the following collateral:

**See Schedule A and Exhibit A attached hereto and made a part hereof**

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLOR/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

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2 (ADDITIONAL FEE) [optional]

8. OPTIONAL FILER REFERENCE DATA

04/30/03

8099464  
OR  
23055781  
UD 8  
Davenport

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**SCHEDULE A TO UCC-1 FINANCING STATEMENT**  
**COUNTRY CLUB ESTATES, INC., as Debtor,**  
**and**  
**BEAR STEARNS COMMERCIAL MORTGAGE, INC.**  
**as Secured Party**

All of Debtor's right, title and interest in and to the following property (the "Property") located upon or used in connection with the real property described on Exhibit A to this Schedule A (the "Land"):

a. buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

b. all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainder, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

c. all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and all proceeds and products of the above;

d. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into (a "Lease" or "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements (the "Rents") and all proceeds from the sale or other disposition of the Leases;

e. all awards or payments, including interest thereon, which may heretofore and

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hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

f. all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

g. all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

h. all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

i. the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

j. all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

k. all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property.

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## EXHIBIT A

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: THAT PART OF LOT 9 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF CHICAGO AND JOLIET ROAD AND WEST OF WEST LINE OF THE EAST 23.8 RODS (392.7 FEET) OF THE SOUTHEAST 1/4 OF SAID SECTION 16; ALSO THAT PART OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16, LYING NORTHERLY OF CHICAGO AND JOLIET ROAD AND EAST OF THE EAST LINE OF THE WEST 55 RODS 4 1/2 FEET (912.00 FEET) OF THE SOUTHEAST 1/4 OF SAID SECTION 16 (EXCEPT THEREFROM THE TRACT OF LAND IN THE SOUTHWEST CORNER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN CENTER OF CHICAGO AND JOLIET ROAD WHERE IT INTERSECTS THE EAST LINE OF THE WEST 55 RODS 4 1/2 FEET (912.00 FEET) OF SAID LOT 10, THENCE NORTH 60 DEGREES, 55 FEET EAST ALONG CENTER OF SAID ROAD 323 FEET, THENCE NORTH 13 DEGREES 26 MINUTES WEST ALONG A FENCE 305 FEET, THENCE SOUTH 55 DEGREES, 10 FEET WEST ALONG A FENCE 257.72 FEET TO THE EAST LINE OF WEST 55 RODS 4 1/2 FEET (912.00 FEET) OF SAID LOT 10; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE 306.45 FEET TO POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART OF LOT 9 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF CHICAGO AND JOLIET ROAD AND WEST OF WEST LINE OF THE EAST 23.8 RODS (392.7 FEET) OF THE SOUTHEAST 1/4 OF SAID SECTION AND EAST OF A LINE THAT IS PARALLEL TO AND 264.67 FEET WEST OF THE WEST LINE OF THE EAST 23.8 RODS (392.7 FEET) OF SAID SOUTHEAST 1/4 OF SECTION 16), IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 195.78 FEET OF THE SOUTH 400 FEET OF THE NORTH 876.87 FEET OF THE EAST 428 FEET OF THE WEST 912 FEET OF LOT 10 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 1 IN SNYDER INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF LOT 9 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 1976 AS DOCUMENT 23712515, IN COOK COUNTY, ILLINOIS