

UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 05/22/2003 11:46 AM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Claudia J. Taller, Senior Paralegal (216) 479-8611
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Claudia J. Taller, Senior Paralegal Squire, Sanders & Dempsey L.L.P. 4900 Key Tower 127 Public Square Cleveland, Ohio 44114

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 1928 N. KEDZIE, INC.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1811 W. Summerdale Avenue		CITY Chicago	STATE IL	POSTAL CODE 60640
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Illinois
			1g. ORGANIZATIONAL ID #, if any File 62340053	<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		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		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 OHIO SAVINGS BANK				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 200 Ohio Savings Plaza, 1801 East Ninth Street		CITY Cleveland	STATE OH	POSTAL CODE 44114

4. This FINANCING STATEMENT covers the following collateral:

All right, title and interest of Debtor in, and to the following property of Debtor, whether now owned or existing or hereafter acquired or arising and located on the real estate attached and described in Schedule 1, including (a) the land described on Schedule 1; (b) all buildings; (c) all easements and other rights; (d) all leases and other issues and profits; (e) proceeds; (f) all drawings, reports, permits and other instruments; (g) all contracts; (h) all intellectual property; and (i) all equipment related to the land and the buildings, all as further described in Exhibit A attached hereto.

5

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	<input type="checkbox"/> If applicable	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [OPTIONAL FEE]	<input type="checkbox"/> optional	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2

To be filed with Illinois Secretary of State and Cook County #513303

097993-1 (Am)

BOX 314

UNOFFICIAL COPY

Appendix I
(regarding mortgage)
 attached to and made part of
 Uniform Commercial Code
 Financing Statement

Debtor:

1928 N. Kedzie, Inc.
 1811 W. Summerdale Avenue
 Chicago, Illinois 60640

Secured Party:

Ohio Savings Bank
 200 Ohio Savings Plaza
 1801 East Ninth Street
 Cleveland, Ohio 44114

This Financing Statement covers the following property, which is included in the "Mortgaged Property" described in the Mortgage and Security Agreement, dated as of April 28, 2003 from the Debtor to the Secured Party (the "Mortgage") (capitalized terms have the meanings assigned to them in the Mortgage):

- (a) The land described in Schedule I attached hereto (the "Land"), which shall be developed to contain a single 4-story residential condominium building containing no less than 23 residential condominium units (each, a "Unit"), together with all buildings, structures, additions, improvements, facilities and fixtures and other property, now or hereafter located in, upon or under or based at, such land (the "Premises");
- (b) All easements, water rights, riparian rights, rights of way or use, licenses, privileges, franchises, servitudes, tenements, hereditaments and appurtenances now or hereafter belonging or in anyway appertaining thereto, including, without limitation, all right, title and interest of the Secured Party in any street, alley, sidewalk, open or proposed, and in front of, adjoining or adjacent or contiguous thereto, and all rights and estates in reversion or remainder;
- (c) All leases, rentals, revenues, payments, repayments, income, charge, moneys, issues and profits thereof;
- (d) The proceeds from any insurance or condemnation award pertaining thereto, or compensation in lieu thereof, including but not limited to any award or compensation for the alteration of the grade of any street or any other injury to or decrease in the value of the Mortgaged Property (as defined in the Mortgage);
- (e) All of Secured Party's right, title, interest, estate, claim or demand, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like, and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, relating to the Premises or appurtenant facilities erected or to be erected upon or about the Land;

UNOFFICIAL COPY

- (f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, the proceeds of insurance;
- (g) All contracts and other agreements for the sale of any of the Mortgaged Property or any part thereof or interest therein now or hereafter entered into by Secured Party, and all right, title and interest of Secured Party thereunder, including, without limitation, all right, title and interest of Secured Party in cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, without limitation, the right to receive and collect the proceeds thereof;
- (h) All of Secured Party's rights, powers and privileges (but not the burdens and obligations) under any construction contract or architect's (or engineer's) agreement now or hereafter entered into by Secured Party relating to the Mortgaged Property, and all bonds and surety agreements related thereto;
- (i) All contracts and other agreements, if any, relating to the sale, lease, brokerage, development, management, maintenance and/or operation of the Mortgaged Property (or of any part thereof or interest therein) or otherwise pertaining thereto, including without limitation franchise agreements;
- (j) All rights of Secured Party under any commitment for any other loan secured by the Mortgaged Property or any part thereof or interest of Secured Party therein;
- (k) All right, title and interest of Secured Party in all tradenames, trademarks and/or servicemarks hereinafter used in connection with the Mortgaged Property and all contract rights and contracts, franchise agreements, general intangibles, actions and rights of action, deposits, prepaid expenses, permits, licenses owned by Secured Party and used in connection with or related to the Mortgaged Property;
- (l) All machinery, apparatus, equipment, fittings, fixtures, inventory, appliances, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon said Premises or any part thereof owned by Secured Party and used or useable in connection with any present or future operation of said Premises (herein collectively called "Equipment"), including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, communications, air-conditioning and air-cooling equipment or apparatus, engines, pipes, pumps, tanks, motors, conduits, switchboards, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, and all of the right, title and interest of the Secured Party in and to any Equipment which may be subject to any conditional bill of sale, chattel mortgage or security interest superior to the lien or security interest established by this Mortgage; and
- (m) All proceeds, additions, replacements and substitutions of and to any of the foregoing.

UNOFFICIAL COPY

This Financing Statement relates to that certain Mortgage Note of Debtor, dated as of April 28, 2003, in the principal amount of \$2,500,000, which is secured by the Mortgage. The Mortgage grants a security interest in the Mortgaged Property described above which includes the property that is or is to become fixtures. The final maturity of the Mortgage is October 27, 2004. The Premises is subject to the lien of the Mortgage and is owned of record by the Debtor. The Mortgage was filed in the Cook County, Illinois, Official Records.

UNOFFICIAL COPY

Schedule I

(Legal Description)

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOTS 43 AND 44 AND THE SOUTH 21 1/2 FEET OF LOT 45 IN BLOCK 1 IN WINKLEMAN'S RESUBDIVISION OF BLOCKS 1 AND 12 OF E. SIMMONS ORIGINAL SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED, DECEMBER 14, 1885 AS DOCUMENT 3676519, IN BOOK 21 OF PLATS, PAGE 20, IN COOK COUNTY, ILLINOIS

PIN # 13-35-405-047-0000
13-35-405-048-0000