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Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 08/11/2008 11:57 AM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
BARRETT G. MATTHEWS (405) 841-2340

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LOCAL OKLAHOMA BANK
 3601 N.W. 63RD STREET
 OKLAHOMA CITY, OKLAHOMA 73116
 ATTN: BARRETT G. MATTHEWS, ESQ.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

TICOR TITLE INSURANCE

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
U-STOR-IT (BUSSE RD.) L.L.C.

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
655 BIG TIMBER ROAD ELGIN IL 60123 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
65-1195631 LIMITED LIABILITY COMPANY ILLINOIS 0030787-4 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
LOCAL OKLAHOMA BANK

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3601 N.W. 63RD STREET OKLAHOMA CITY OK 73116 USA

4. This FINANCING STATEMENT covers the following collateral:

THE FIXTURES, EQUIPMENT, PERSONAL PROPERTY AND GENERAL INTANGIBLES DESCRIBED ON SCHEDULE 1 ATTACHED TO THIS FINANCING STATEMENT AND INCORPORATED HEREIN, NOW OR HEREAFTER LOCATED ON OR USED IN CONNECTION WITH OR RELATING TO THE REAL PROPERTY DESCRIBED ON SCHEDULE 2 ATTACHED TO THIS FINANCING STATEMENT AND INCORPORATED HEREIN AND/OR THE BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER LOCATED ON SUCH REAL PROPERTY.

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 FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

BOX 15 / 940031406/5/950/NAH

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SCHEDULE 1

Attached to and made a part of Financing Statement
by
U-Stor-It (Busse Rd.) L.L.C.,
as Borrower,
in favor of
Local Oklahoma Bank,
as Lender

Borrower:

U-Stor-It (Busse Rd.) L.L.C.
655 Big Timber Road
Elgin, Illinois 60123

Lender:

Local Oklahoma Bank
3601 N.W. 63rd Street
Oklahoma City, Oklahoma 73116

Description of Collateral

All fixtures, goods and goods to become fixtures, and all articles of personal property and all accessions and additions thereto, all replacements and alterations thereof and all substitutions therefor, now or at any time hereafter owned by the Borrower and now or hereafter affixed or attached to, contained in or used in connection with the Real Property (as hereinafter defined) and/or any of the Improvements (as hereinafter defined) or installed, placed or maintained on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, all elevator, incinerating, heating, lighting, plumbing, ventilating, air-conditioning and refrigerating equipment, apparatus, systems and plants, all stoves, refrigerators, ranges, vacuum cleaning systems, call systems, sprinkler systems and fire prevention and extinguishing equipment, apparatus, systems and materials, all maintenance equipment and tools, all other motors, machinery, pipes, appliances, equipment, fittings and fixtures, and all other items or types of chattels and tangible personal property which are now or hereafter affixed or attached to, contained in, installed, placed, maintained or used on, or which arise out of the development, improvement, operation, leasing or use of, the Real Property and/or the Improvements, together with all accessions and additions thereto, all replacements and alterations thereof, all substitutions therefor and all proceeds thereof;

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TOGETHER WITH all general intangibles, contract rights and accounts (as such terms are defined in or encompassed by the Uniform Commercial Code of the state in which the Real Property is situated) or fees, charges or other payments for the occupancy of rooms or other public facilities arising out of or in connection with or relating to the development, improvement, operation, leasing, use or sale of the Real Property and/or the Improvements and all documents of title, chattel paper, permits, approvals, licenses, franchises, certificates and similar documents, all contracts leasing and/or renting labor, goods, equipment and/or services, all service and/or maintenance agreements, management contracts, marketing contracts, architects' contracts, engineers' contracts and other professional contracts, all brokers' contracts, construction contracts and other contracts and agreements relating to the Real Property and/or the Improvements, all mortgage and/or financing commitments relating to the Real Property and/or the Improvements, all warranties, guaranties and bonds, all surveys, soil and substrata studies, all other studies of every type, all architectural renderings, site plans, engineering plans and studies, floor plans, landscape plans and other plans, all drawings, blueprints, plans, specifications, data, reports, tests, studies, appraisals and like documents relating to all or any part of the Real Property and/or the Improvements, and all other rights and privileges obtained in connection with the Real Property and/or the Improvements;

TOGETHER WITH all purchase contracts relating to the Real Property, or any part thereof, and all rents, issues and profits which may hereafter become due under or by virtue of any lease or rental contract, written or verbal, or any letting of, or any agreement for the use or occupancy of all or any part of the Real Property and/or any part of the Improvements;

TOGETHER WITH all judgments and awards (and all proceeds thereof and other rights with respect thereto) made or to be made with respect to any part of the Real Property and/or any part of the Improvements, under or in connection with any power of eminent domain;

TOGETHER WITH all rights to collect and receive any insurance proceeds or other sums payable as or for damages to any part of the Improvements and/or any part of the tangible personal property located on or in the Real Property and/or the Improvements, for any reason or by virtue of any occurrence;

TOGETHER WITH all rights to receive any reimbursements, fees or amounts payable by any city, county, municipal or other body as a result of the Borrower's ownership of any part of the Real Property and/or Improvements;

TOGETHER WITH all betterments, accessions, additions, appurtenances, accessories, replacements, substitutions and revisions relating to any of the foregoing;

TOGETHER WITH all presently existing and future agreements between the Borrower and any third party which relate in any way to any of the foregoing;

TOGETHER WITH all rights and entitlements to develop the Real Property granted by any governmental or quasi-governmental authority;

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TOGETHER WITH all other things and additional rights of any nature, of value or convenience in the enjoyment, development, operation, leasing or use, in any way, of any property or interest included in any of the foregoing paragraphs, all prepaid accounts and utility deposits, and all rents and revenues from the operation of the Real Property, including, but not limited to, storage unit rents, room rents, food and beverage sales, telephone receipts and other operating income, including, but not limited to all rents and revenues collected from tenants of Real Property, tenant security deposits, issues and profits and other benefits arising therefrom or from any contract now in existence or hereafter entered into pertaining thereto, and all rights, title and interests appurtenant thereto and all proceeds of all of the foregoing described property and interests.

As used in this Security Agreement, the following terms shall have the meanings indicated for each:

(a) Real Property shall mean collectively, all those certain lots, pieces or parcels of land more particularly described in Schedule 2 attached to this Security Agreement and by this reference made a part hereof, together with all and singular the respective easements, rights-of-way, franchises, servitudes, licenses, privileges, passages, sewer rights, drainage rights, water, waer courses, water rights (including, without limitation, shares of stock evidencing the same), lawn plants, shrubbery, tenements, hereditaments and appurtenances now or hereafter belonging, relating or appertaining thereto, and all the estate, right, title and interest of the Borrower in and to the respective roads, streets, avenues, lanes, alleys and rights-of-way, public and/or private in front of, adjoining or adjacent to the same and any land lying in the bed of any road, street, avenue, lane, alley or right-of-way in front of, adjoining or adjacent to the same, and any strips and gores within or adjoining said land, the air space and right to use said air space above said land, all rights of ingress and egress by motor vehicles to parking facilities on or within said land, and all of the Borrower's estate, right, title and interest in and to the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the land and all royalty, leasehold and other rights pertaining thereto.

(b) Improvements shall mean collectively, all buildings, structures, open parking areas and other improvements and appurtenances now or hereafter located, constructed, erected, installed, affixed, placed and/or maintained in or upon the Real Property or any part thereof, together with accessions and additions thereto, all replacements and alterations thereof and all substitutions therefor.

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SCHEDULE 2

Attached to and made a part of Financing Statement
by
U-Stor-It (Busse Rd.) L.L.C.,
as Borrower,
in favor of
Local Oklahoma Bank,
as Lender

Borrower:

U-Stor-It (Busse Rd.) L.L.C.
655 Big Timber Road
Elgin, Illinois 60123

Lender:

Local Oklahoma Bank
3601 N.W. 63rd Street
Oklahoma City, Oklahoma 73116

Legal Description**PARCEL 1:**

THAT PART OF LOT 3 IN G.T.E. RESUBDIVISION OF PARTS OF LOTS 167, 169 AND 172 IN THE TOWN OF RAND, PART OF LOT 24 IN COUNTY CLERK'S SUBDIVISION AND LOTS 28 AND 39 IN ALBERT E. CLARK'S SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 16 AND THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1987 AS DOCUMENT NUMBER 87426203, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 135.20 FEET; THENCE NORTH 37 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 141.90 FEET; THENCE NORTH 52 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 107.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 60.47 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN G.T.E. RESUBDIVISION, AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF BUSSE HIGHWAY; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 414.65 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM, THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 3, ALSO BEING THE NORTHEASTERLY LINE OF BUSSE HIGHWAY, A DISTANCE OF 414.65 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF LOT 172 IN THE TOWN OF RAND, AFORESAID, A DISTANCE OF 20.60 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF BUSSE HIGHWAY, A DISTANCE OF 73.84 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF BUSSE HIGHWAY, A DISTANCE OF 55.98 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT 172; THENCE SOUTH ALONG SAID LINE PARALLEL WITH THE EAST LINE OF LOT 172, A DISTANCE OF 92.66 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS

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PARCEL 2:

LOT 4 IN G.T.E. RESUBDIVISION OF PARTS OF LOTS 167, 169 AND 172 IN TOWN OF RAND, PART OF LOT 24 IN THE COUNTY CLERK'S DIVISION AND OF LOTS 38 AND 39 IN ALBERT E. CLARKE'S SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 16 AND THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 3 IN G.T.E. RESUBDIVISION OF PARTS OF LOTS 167, 169 AND 172 IN TOWN OF RAND, PART OF LOT 24 IN THE COUNTY CLERK'S DIVISION AND OF LOTS 38 AND 39 IN ALBERT E. CLARKE'S SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 16 AND THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 3, ALSO BEING THE NORTHEASTERLY LINE OF BUSSE HIGHWAY, A DISTANCE OF 414.65 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTH PARALLEL WITH THE EAST LINE OF LOT 172 IN TOWN OF RAND, AFORESAID, A DISTANCE OF 20.60 FEET; THENCE NORTHEASTERLY ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF BUSSE HIGHWAY, A DISTANCE OF 73.84 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF BUSSE HIGHWAY, A DISTANCE OF 55.93 FEET TO A POINT OF A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT 172, THENCE NORTH ALONG AFORESAID PARALLEL LINE, 284.74 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF MINER STREET, 261.77 FEET WESTERLY (AS MEASURED ALONG SAID SOUTHERLY LINE) OF THE INTERSECTION OF SAID SOUTHERLY LINE OF MINER STREET WITH THE EASTERLY LINE OF SAID LOT 172; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF MINER STREET, 70.61 FEET TO THE MOST EASTERLY WEST LINE OF SAID LOT 3; THENCE SOUTH ON SAID WEST LINE, 145.72 FEET; THENCE WEST ON A LINE DRAWN AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 130.47 FEET TO THE MOST WESTERLY LINE OF SAID LOT 3; THENCE SOUTH ALONG SAID LINE 91.00 FEET TO A POINT IN THE NORTHEASTERLY LINE OF BUSSE HIGHWAY; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF BUSSE HIGHWAY, A DISTANCE OF 251.58 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1800 BUSSE ROAD, DES PLAINES, IL 60016

and
also described as:

PERIMETER LEGAL DESCRIPTION:

ALL OF LOTS 3 AND 4 IN G.T.E. RESUBDIVISION OF PARTS OF LOTS 167, 169 AND 172 IN THE TOWN OF RAND, PART OF LOT 24 IN COUNTY CLERK'S SUBDIVISION AND LOTS 38 AND 39 IN ALBERT E. CLARK'S SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 16 AND THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1987 AS DOCUMENT 87426203, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, BEING ALSO THE WEST LINE OF LOT 167 IN THE TOWN OF RAND, 135.20 FEET; THENCE NORTH 37 DEGREES 10 MINUTES 10 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 3, 141.90 FEET; THENCE NORTH 52 DEGREES 49 MINUTES 50 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 3, 107.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, BEING ALSO THE WEST LINE OF LOT 167 IN THE TOWN OF RAND, 60.47 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN G.T.E. RESUBDIVISION, AFORESAID; THENCE NORTH 89 DEGREES 48 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, 330.43 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 274.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BEING A POINT ON THE SOUTHERLY LINE OF MINER STREET; THENCE SOUTH 82 DEGREES 26 MINUTES 40 SECONDS WEST ALONG SAID SOUTHERLY LINE OF MINER STREET, 139.94 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 89 DEGREES 17 MINUTES 20 SECONDS WEST ALONG THE SOUTHERLY LINE OF MINER STREET, 138.40 FEET TO THE NORTHWEST CORNER OF LOT 4 IN G.T.E. RESUBDIVISION, AFORESAID; THENCE SOUTH 00 DEGREES 42 MINUTES 40 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 4, 75.91 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 37 DEGREES 10 MINUTES 10 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 4, 75.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, BEING A POINT ON THE NORTHEASTERLY LINE OF BUSSE HIGHWAY; THENCE SOUTH 52 DEGREES 49 MINUTES 50 SECONDS EAST

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ALONG THE SOUTHERLY LINE OF LOTS 3 AND 4 IN G.T.E. RESUBDIVISION, AFORESAID, BEING ALSO THE NORTHEASTERLY LINE OF BUSSE HIGHWAY, 820.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (CONTAINING 169, 769 SQUARE FEET OR 3.897 ACRES)

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