

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 08/13/2003 10:33 AM Pg: 1 of 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**FRANCESCA SMITH  
MOORE & VAN ALLEN, PLLC  
100 NORTH TRYON STREET, FL 47  
CHARLOTTE, NC 28202**

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 <b>WACHOVIA DEVELOPMENT CORPORATION</b>				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>301 SOUTH COLLEGE STREET</b>			CITY <b>CHARLOTTE</b>	STATE <b>NC</b>
			POSTAL CODE <b>28288</b>	COUNTRY <b>USA</b>
1d. TAX ID #, SSN OR EIN <b>56-1610288</b>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>CORPORATION</b>	1f. JURISDICTION OF ORGANIZATION <b>NORTH CAROLINA</b>	1g. ORGANIZATIONAL ID #, if any <b>NC0227005</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		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
<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>WACHOVIA BANK, NATIONAL ASSOCIATION, AS AGENT</b>				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>201 SOUTH COLLEGE STREET</b>			CITY <b>CHARLOTTE</b>	STATE <b>NC</b>
			POSTAL CODE <b>28258-5708</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

**SEE EXHIBIT A AND SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF.**

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) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE)		optional		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

**MORT.FIX COOK COUNTY, IL -990**

**UNOFFICIAL COPY****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

**WACHOVIA DEVELOPMENT CORPORATION**

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 SCHEDULE 1 ATTACHED HERETO  
AND MADE A PART HEREOF.**

16. Additional collateral description:

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

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

**UNOFFICIAL COPY****EXHIBIT A****Debtor:**

Wachovia Development Corporation  
 c/o Wachovia Securities  
 One Wachovia Center  
 301 South College Street  
 Charlotte, North Carolina 28288-0177

**Secured Party:**

Wachovia Bank, National Association, as Agent  
 201 South College Street  
 Charlotte, North Carolina 28288-5708

All right, title and interest of the Debtor now existing or hereafter acquired in and to the following (collectively, the "Collateral"):

(A) All improvements (the "Improvements") now or hereafter situated or to be situated on the property described on Schedule 1 attached hereto and made a part hereof (the "Land"); and (ii) all right, title and interest of Debtor in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or pores between the Land and abutting or adjacent properties; and (3) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (A) being herein sometimes collectively called the "Premises");

(B) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of substitutions for and additions to the foregoing (the properties referred to in this clause (B) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

(C) all (i) plans and specifications for the Improvements; (ii) Debtor's rights, but not liability for any breach by Debtor, under all insurance policies and other contracts and general intangibles (including but not limited to trademarks, trade names and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits (including, but not limited to, Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves for taxes, insurance or otherwise), money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories; (iv) to the extent assignable, permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) all leases,

**UNOFFICIAL COPY****Debtor:** Wachovia Development Corporation

security deposits, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories, including all accounts receivable, credit card receivables, petty cash, advance payments and all income and revenue derived from telephone usage, vending machines, parking, and all miscellaneous other income (the "Rents and Profits"); (vi) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal and other technical or business data concerning the Premises which are in the possession of Debtor or in which Debtor otherwise can grant a security interest; and

(D) all (i) proceeds of or arising from the properties, rights, titles and interests referred to above, including but not limited to, proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; and (ii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests.

A portion of the above described Collateral is, may or may be affixed to the Land and Improvements described in Schedule 1 attached hereto and made a part hereof. The record owner of the real property described in Schedule 1 is the Debtor.

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Debtor: Wachovia Development Corporation

**SCHEDULE 1**  
**Legal Description**  
**Store #0990**  
**61<sup>st</sup> & Western**  
**Chicago, IL**

**Parcel 1:**

The North  $\frac{1}{2}$  of the following described parcel of land:

That part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the East line of South Western Avenue with a line parallel with and 282.74 feet North from the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18; thence Northward along said East line of South Western Avenue, a distance of 557.91 feet to an intersection with a line parallel with and 490.91 feet South from the North line of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence Eastward along said parallel line, a distance of 280.00 feet to an intersection with a line parallel with and 280.00 feet East from said East line of South Western Avenue; thence Southward along said parallel line, a distance of 557.54 feet to an intersection with the aforementioned line draw parallel with and 282.74 feet North from the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18; thence West along said parallel line, a distance of 280.00 feet to the point of beginning, in Cook County, Illinois.

**Parcel 2:**

Perpetual non-exclusive easement appurtenant and for the benefit of Parcel 1 for pedestrian and vehicular ingress and egress over and across the "Roadway" as it is identified on the site plan and is legally described in "Exhibit E", as contained in the Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 20, 1996, by and among American National Bank Company, a Delaware corporation ("American") and Marquette National Bank, as Trustee under Trust Agreement dated November 22, 1993 and known as Trust Number 13045 and its sole beneficiary, Southwest Development L.L.C. recorded September 24, 1996 as Document 96729764.

**South Portion of Roadway Easement:**

The East 290.00 feet of the West 340.00 feet on the South 14.00 feet of the North 783.00 feet of the Southwest  $\frac{1}{4}$  of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Debtor: Wachovia Development Corporation

**SCHEDULE 1**  
**Legal Description**  
**Store #0990**  
**61<sup>st</sup> & Western**  
**Chicago, IL**  
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**Parcel 3:**

Perpetual non-exclusive easement appurtenant and for the benefit of Parcel 1 on, under and over that portion of land as identified on the site plan as the “Pylon Parcel” for the purpose of construction, installation, maintenance, repairs and use of a Pylon sign and legally described in “Exhibit G”, as contained in the Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 20, 1996, by and among, American National Bank Company, a Delaware Corporation (“American”) and Marquette National Bank, as Trustee under Trust Agreement dated November 22, 1993 and known as Trust Number 13045 and its sole beneficiary, Southwest Development L.L.C. recorded September 24, 1996 as Document 96729764.

The East 21.00 feet of the West 71.00 feet of the South 25.00 feet of the North 808.91 feet of the Southwest ¼ of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 4:**

A perpetual, non-exclusive easement in parking areas as defined in Section 2(B) of the Declaration of aforesaid for parking, except the areas designated as the “CAP-2” and as shown on the site plan attached thereto as “Exhibit D-2.”