

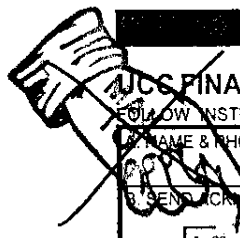
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Doc#: 0325531118  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 09/12/2003 02:04 PM Pg: 1 of 7

Lawyers Title Insurance Corporation



UCC FINANCING STATEMENT

PLEASE FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

2. SEND ACKNOWLEDGMENT TO: (Name and Address)

**PREPARED BY:**  
 Jeffrey A. Lehman, Esq.  
 Proskauer Rose, LLP  
 1585 Broadway  
 New York, NY 10036

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  
 GFS Marketplace Realty One LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 333 50th Street SW Wyoming MI 49548 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  
 Limited Liability Company Delaware 3673364  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  
 Merrill Lynch Mortgage Lending, Inc.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 4 World Financial Center New York NY 10080 USA

This FINANCING STATEMENT covers the following collateral:

All that certain collateral more particularly set forth on Exhibit B attached hereto and incorporated herein by this reference, which is located, on or related to, that certain real property described on Exhibit A attached hereto and incorporated herein by this reference.

RETURN TO:  
 Ms. Liane Carpenter  
 LandAmerica Lawyers Title  
 655 Third Avenue  
 New York, NY 10017

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOB  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) [ADDITIONAL FEE] All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
 Cook County, IL

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## 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 GFS Marketplace Realty One 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
				<input type="checkbox"/> NONE

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> 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.

All that certain collateral more particularly set forth on Exhibit B attached hereto and incorporated herein by this reference, which is located, on or related to, that certain real property described on Exhibit A attached hereto and incorporated herein by this reference.

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.

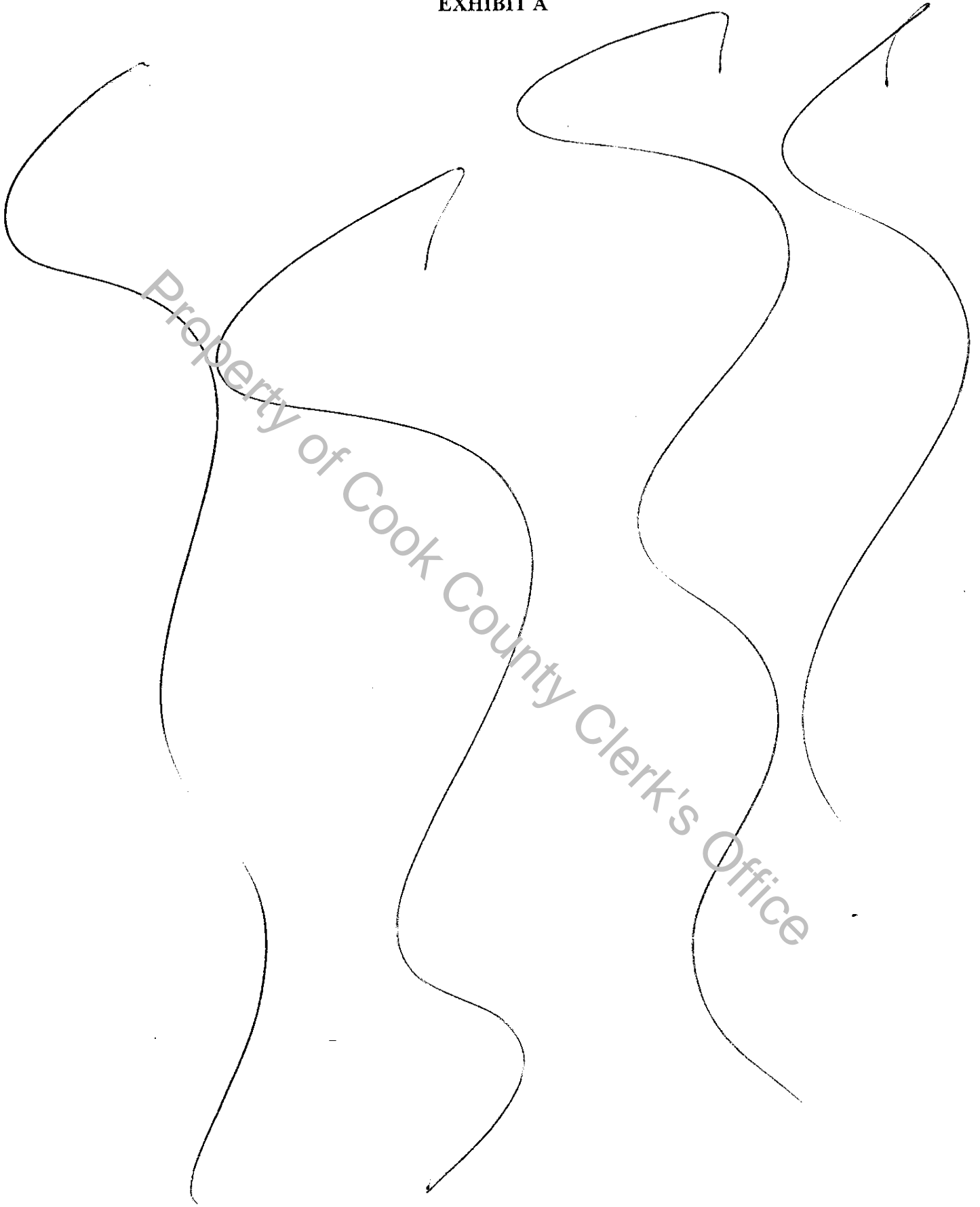
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. 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



Property of Cook County Clerk's Office

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Property Address: 15606 HARLEM AVENUE  
ORLAND PARK, IL.

PIN #: 27-13-401-034

PARCEL 1:

LOT 1 (EXCEPT THE NORTH 225 FEET OF THE EAST 255 FEET AND EXCEPT THE WEST 35 FEET AND EXCEPT THE SOUTH 20 FEET) IN SILVER LAKE GARDENS UNIT 9, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 27209344, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, PARKING, CONSTRUCTION AND MAINTENANCE AGREEMENT RECORDED OCTOBER 10, 1995 AS DOCUMENT 95687034 MADE BY AND BETWEEN OUTBACK STEAKHOUSE OF FLORIDA, INC., A FLORIDA CORPORATION, AND GORDON FOOD SERVICE, INC., A MICHIGAN CORPORATION, FOR INGRESS, EGRESS AND PARKING OVER PARTS OF THE LAND AS SHOWN ON THE EXHIBITS ATTACHED TO SAID DECLARATION.

Property of Cook County Clerk's Office

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## EXHIBIT B

All right, title and interest of Debtor in:

1. all buildings, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"), the plot(s), piece(s) or parcel(s) of real property described in **Exhibit A** attached hereto and made a part hereof (individually and collectively, hereinafter referred to as the "Premises");
2. all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;
3. all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, air heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, 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, or in, and used in connection with the Premises or the Improvements, or appurtenant thereto, 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, or in, and used in connection with the Premises or the Improvements or appurtenant thereto, (hereinafter, all of the foregoing items described in this paragraph (d) are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (the "Fixtures");
4. all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, 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 said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other of the items set forth in this **Exhibit B** or part thereof into cash or liquidated claims;
5. all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion

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thereof now or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements, license agreements and other agreements relating to the Premises (collectively, the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Debtor in connection therewith to the extent of Debtor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any governmental authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the obligations secured by the Mortgage (hereinafter defined);

6. all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, 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 Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

7. all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Secured Party, or its assigns, in connection with the Mortgage, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Sub-Account, the Central Account, the Basic Carrying Costs Sub-Account, the Debt Service Payment Sub-Account, the Debt Service Reserve Sub-Account, the Recurring Replacement Reserve Sub-Account and the Operation and Maintenance Expense Sub-Account (each, as defined in the Mortgage) and all monies and investments deposited or to be deposited in such accounts;

8. all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

9. all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

10. all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Debtor to others, with respect to (a) insurance policies, (b) utility services, (c) cleaning, maintenance, repair or similar services, (d) refuse removal or sewer service, (e) parking or similar services or rights and (f) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

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11. all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks now or hereafter entered into by Debtor), logos, building names and goodwill; it being understood that such intangible property shall not include any intangible property owned or held by Prime Tenant (as defined in the Mortgage) or any of its affiliates (other than Debtor) whether or not used by Prime Tenant in the conduct of its retail sales business in the Premises;

12. all advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents and/or materials of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

13. all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Premises, the Improvements or the other Property (as defined in the Mortgage), as amended from time to time;

14. the right, in the name of and on behalf of Debtor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment and to commence any action or proceeding to protect the interest of Secured Party in the Premises, the Improvements, the Fixtures or the Equipment; and

15. all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

This UCC-1 Financing Statement is filed in connection with that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing (the "Mortgage") given by Debtor to Secured Party covering the fee estate of Debtor in the Premises and intended to be duly recorded in the county in which the Premises is located.