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Doc#: 0327944083

Eugene "Gene" Moore Fee: \$36.50

Cook County Recorder of Deeds

Date: 10/06/2003 11:14 AM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Lexis Document Solutions and
Corporation Service Company
P.O. Box 2969
Springfield, IL 62708

me and Address)

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1800473-4

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME HOLLYWOOD BEACH LLC				
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5758 NORTH WINTHROP AVENUE			CITY CHICAGO	STATE IL	POSTAL CODE 60660
1d. TAX ID # SSN OR ADD'L INFO RE OR EIN		1e. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY	1f. JURISDICTION OF ORGANIZATION STATE OF ILLINOIS		1g. ORGANIZATIONAL ID #, if any 00953261
DEBTOR		<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

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
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)

OR	3a. ORGANIZATION'S NAME LASALLE BANK NATIONAL ASSOCIATION				
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 135 S. LASALLE STREET			CITY CHICAGO	STATE IL	POSTAL CODE 60603
		<input type="checkbox"/> NONE			

4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL ASSETS OF DEBTOR, OF ANY KIND OR DESCRIPTION, TANGIBLE OR INTANGIBLE, WHETHER NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, INCLUDING WITHOUT LIMITATION AS MORE FULLY DESCRIBED ON EXHIBITS A and B ATTACHED HERETO AND MADE PART HEREOF.

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) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Document No. 822439_1; A&L Climat No. 07142-0003

1276385161-2760

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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 HOLLYWOOD BEACH LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
	NAME		

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME-insert only one debtor 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. 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 **XX** fixture filing.

14. Description of real estate:

SEE EXHIBIT B

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' 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" TO UCC FINANCING STATEMENT

Debtor or Mortgagor:
Hollywood Beach LLC, an Illinois
Limited Liability Company
Identification No. 00953261
5758 North Winthrop Avenue
Chicago, Illinois 60660

Secured Party or Mortgagee:
LaSalle Bank National Association
135 S. LaSalle Street
Chicago, Illinois 60603

The Financing Statement covers, and the Debtor does hereby pledge, assign, transfer and deliver to the Secured Party and does hereby grant a security interest in the following described property, rights and interests (referred to collectively herein as "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE located in the State of Illinois and legally described on Exhibit B attached hereto and made a part hereof ("Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Debtor and/or, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Debtor or on its behalf ("Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Debtor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, accounts, accounts receivable, escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Debtor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Debtor, so long as no Event of Default (as

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hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Debtor in all leases now or hereafter on the Premises, whether written or oral ("Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Debtor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Debtor and forming a part of or used in connection with the Real Estate or the Improvements including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner, it being mutually agreed that all of the aforesaid property owned by Debtor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of Illinois ("Code"), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Debtor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Debtor's interests in "general intangibles" (as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Debtor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Debtor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Debtor's "accounts" (as defined in the Code) now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Debtor: (i) accounts receivable, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under

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all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) uncertificated securities, and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Debtor with respect to the Premises;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

In addition, (i) all sums at any time on deposit for the benefit of Debtor or held by the Mortgagee (whether deposited by or on behalf of Debtor or anyone else) pursuant to any of the provisions of the Mortgage or the other Loan Documents, (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-101(a)(41) of the Code in effect as of July 1, 2001), and (iii) all of the property owned by Debtor and described below, and all replacements of, substitutions for, additions to, and the proceeds of each of the foregoing (all of said property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"):

1. All equipment, including, without limitation, embedded Software, machinery, chattels, furniture, furnishings, vehicles, fixtures and supplies, of every kind and nature, presently existing or hereafter acquired or created, wherever located, and all additions and accessories thereto and substitutions therefor and all parts and equipment which may be attached to or which are necessary for the operation and use of such personal property or fixtures, whether or not the same shall be deemed to be affixed to the Premises, and all rights under or arising out of present or future contracts relating to the foregoing;

2. All leasehold improvements, shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, fixtures, partitions and attached floor covering, now or hereafter located on the Premises, and all fixtures, apparatus, equipment, machinery or other personal property now or hereafter located on said Premises either used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation and/or which relate to the use, occupancy and enjoyment of the Premises;

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3. All books, records and computer records in any way relating to the Collateral herein described; and all accessions to the foregoing and all substitutions, renewals, improvements and replacements of and additions to the foregoing;

4. All rights in, to and under policies of insurance of every kind and nature presently existing or hereafter acquired to the extent relating to the Collateral, including, without limitation, claims or rights to payment and proceeds heretofore or hereafter arising therefrom with respect to the Collateral;

5. All Deposit Accounts, deposits and cash and any other property of the Debtor now or hereafter in the possession of the Secured Party or others.

6. All Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of Letters of Credit, and General Intangibles (including, but not by way of limitation, all contract rights and Payment Intangibles);

7. All Supporting Obligations; and

8. All proceeds and products of any or all of the above-described property and any replacements, additions, accessions or substitutions thereto or therefor, after-acquired property in respect thereof and Accounts, Promissory Notes, Commercial Tort Claims, or proceeds arising from the sale or disposition thereof.

Capitalized words and phrases used herein and not otherwise defined herein or in that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of August 1, 2003, between Debtor and Secured Party, shall have the respective meanings assigned to such terms in Article 9 of the Uniform Commercial Code as in force at the time or as amended from time to time.

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EXHIBIT "B" TO UCC FINANCING STATEMENT

Debtor or Mortgagor:
Hollywood Beach LLC,
an Illinois limited liability company
Identification No. 00953261
5758 North Winthrop Avenue
Chicago, Illinois 60660

Secured Party or Mortgagee:
LaSalle Bank National Association
135 S. LaSalle Street
Chicago, Illinois 60603

LEGAL DESCRIPTION OF PREMISES

Address of Property: 5747 North Winthrop Avenue, Chicago, Illinois 60660

Permanent Tax ID No. 14-05-405-033-0000

LOTS 21 AND 22 IN BLOCK 5 IN COCHRAN'S ADDITION TO EDGEWATER, A SUBDIVISION OF THE SOUTH 1,946 FEET OF THE WEST 1,320 FEET OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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