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0328034143

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0328034143
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 10/07/2003 03:20 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER [optional]
GEORGE N. GILKERSON, JR., ESQ. (630)245-0400

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Please return to:
CT Corporation-UCC Services
Attn: Tracy Kellner
208 S. LaSalle
Chicago, IL 60604

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 U.S. BANK, N.A. AS SUCCESSOR*						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 104 NORTH PARK			CITY OAK PARK	STATE IL	POSTAL CODE 60301	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION TRUST	1f. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any <input checked="" 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. 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 NATIONAL CITY BANK OF MICHIGAN/ILLINOIS						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2021 SPRING ROAD, SUITE 600			CITY OAK BROOK	STATE IL	POSTAL CODE 60523	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

PURSUANT TO A CERTAIN SECOND MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT, DATED AND EFFECTIVE AS OF OCTOBER 1, 2003, BY AND BETWEEN THE DEBTOR AND SECURED PARTY, AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON OR ABOUT OCTOBER __, 2003, THE COLLATERAL IS FULLY DESCRIBED ON EXHIBITS A AND B, 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] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

TO BE RECORDED WITH THE RECORDER OF COOK COUNTY, ILLINOIS

5948278-5

BOX 170

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FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR U.S. BANK, N.A. AS SUCCESSOR*		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

*TO FIRSTAR BANK, ILLINOIS, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 573C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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. SEE INSTRUCTIONS	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 fixture filing.

14. Description of real estate:

— SEE EXHIBITS A AND B ATTACHED HERETO

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 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

BOX 170

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EXHIBIT A

DEBTOR: U.S.BANK, N.A. AS SUCCESSOR TO FIRSTAR BANK,
ILLINOIS, NOT PERSONALLY BUT AS TRUSTEE UNDER
TRUST AGREEMENT NUMBER 573C

DEBTOR'S ADDRESS: 104 North Park, Oak Park, Illinois 60523

SECURED PARTY: NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

**SECURED PARTY'S
ADDRESS:** 2021 Spring Road, Suite 600
Oak Brook, Illinois 60523

COLLATERAL

(a) Reversions. All estate, right, title, and interest of Mortgagor, if any, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, vaults, roadways, strips and gores, and alleys adjoining or within the boundaries of the Real Estate;

(b) Other Property Rights. All and singular the tenements, hereditaments, easements, licenses, minerals, appurtenances, passages, waters, water courses, riparian, irrigation and drainage rights, and other rights, liberties and privileges in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversion and reversions and remainder and remainders; property and rights, if any, which by the express provisions of this Security Instrument are required to be subjected to the lien and any additional property and rights that from time to time, by installation or writing of any kind, may be subjected to the lien by Mortgagor or by anyone on Mortgagor's behalf;

(c) Access Rights. All rights in and to common areas and access roads on adjacent land heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion;

(d) Improvements. All buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of any improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Real Estate immediately upon the delivery to the Real Estate (The property described in this Section (d) is referred to as the "Improvements");

(e) Fixtures. All fixtures and personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Real Estate; furniture and furnishings owned by Mortgagor used in the operations of the Premises (as hereinafter defined); and all additions and renewals or replacements or articles in substitution therefor, whether or not the same are or shall be attached to the building or buildings in any manner (The property described in this Section (e) is referred to as the "Fixtures");

(f) Proceeds. All proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Real Estate and Improvements, all rights in and to all present and future fire

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and other insurance policies pertaining to the Real Estate and Improvements, any sums at any time on deposit for the benefit of Lender or Mortgagor or held by Lender (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Security Instrument and all awards, compensation, damages and/or proceeds paid or to be paid in connection with, or in lieu of, any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the Real Estate and Improvements; and

(g) Documents and Intangibles. All contracts, documents, agreements, contract rights and general intangibles relating to design, development, operation, construction upon, management, leasing, sale and use of the Real Estate and Improvements, including:

- (i) all names under which or by which the Real Estate and/or Improvements may at any time be owned and operated, or any variation thereof, and all goodwill in any way relating to the Real Estate and Improvements and all service marks and logo types used in connection therewith,
- (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances and rights obtained from governmental agencies or other governmental authorities issued or obtained in connection with the Real Estate and/or Improvements,
- (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the development, construction upon, use, occupation, leasing, sale or operation of the Real Estate and/or Improvements,
- (iv) all materials prepared for filing or filed with any governmental agency or other governmental authority,
- (v) all plans, specifications, drawings, maps, surveys, studies, architectural, engineering and construction contracts, management and leasing contracts and other agreements and documents, of whatever kind or character, relating to the use, construction upon, occupation, leasing, sale or operation of the Real Estate, the Improvements, and/or the Fixtures, whether now existing or later entered into, and in, to and under any amendments, supplements, modifications and additions, extensions and renewals and substitutions, and
- (vi) the books and records of Mortgagor relating to design, development, construction, operation or management of the Real Estate and/or Improvements,

it being mutually agreed, intended and declared that all the property shall, so far as permitted by applicable laws be deemed to form a part and parcel of the pledged Real Estate and for the purpose of this Security Instrument to be real estate, and covered by this Security Instrument. The Real Estate, Fixtures and Improvements and all of the other property described in granting clauses (a) through (g) above are collectively referred to as the "Premises."

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EXHIBIT B

DEBTOR: U.S.BANK, N.A. AS SUCCESSOR TO FIRSTAR BANK,
ILLINOIS, NOT PERSONALLY BUT AS TRUSTEE UNDER
TRUST AGREEMENT NUMBER 573C

DEBTOR'S ADDRESS: 104 North Park, Oak Park, Illinois 60523

SECURED PARTY: NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

**SECURED PARTY'S
ADDRESS:** 2021 Spring Road, Suite 600
Oak Brook, Illinois 60523

LEGAL DESCRIPTION - U.S. BANK BELMONT BUILDING

ALL OF LOTS 6, 7 AND LOT 8 (EXCEPT THE WEST 3.36 FEET) IN BLOCK 2 IN
SCHERENBERGS' SUBDIVISION OF BLOCK 1 OF KING AND PATTERSON'S
SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PIN: 13-29-206-042-0000

Commonly known as: 5649-59 West Belmont Avenue, Chicago, IL 60634