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Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 12/01/2003 12:50 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

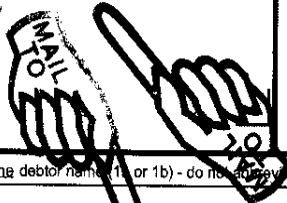
A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THOMAS P. DUFFY
WILDMAN HARROLD ALLEN & DIXON LLP
225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

338072 308 3 DP



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
PRAIRIE STATION (CONDO) PARTNERS, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS
3611 SOUTH NORMAL

CITY
CHICAGO

STATE
IL

POSTAL CODE
60609

COUNTRY

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
LLC

1f. JURISDICTION OF ORGANIZATION
ILLINOIS

1g. ORGANIZATIONAL ID #, if any
0075767-5

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
COLE TAYLOR BANK

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
5501 WEST 79TH STREET

CITY
BURBANK

STATE
IL

POSTAL CODE
60459

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

SEE ITEMS OF COLLATERAL SET FORTH ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF WHICH RELATE TO THE REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

STEWART TITLE OF ILLINOIS
2 NORTH LA SALLE STREET, SUITE 1000
CHICAGO, IL 60602

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)

8. OPTIONAL FILER REFERENCE DATA

All Debtors Debtor 1 Debtor 2

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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

OR **PRAIRIE STATION TOWNHOUSE 2 PARTNERS, L.L.C.**

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 EXHIBIT B

16. Additional collateral description:

SEE EXHIBIT A

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 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

DESCRIPTION OF COLLATERAL

All assets of Debtor, including without limitation, the following:

1. Debtor's right, title and interest in and to all fixtures and personal property now or hereinafter owned by Debtor and attached to or contained in and used or useful in connection with the property legally described on Exhibit B attached hereto (the "Mortgaged Premises") or any of the improvements now or hereafter located thereon, including 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, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, communication or security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter acquired, together with all products, proceeds, and accessions relating thereto.

2. Debtors' right, title and interest in all personal property used or to be used in connection with the operation of the Mortgaged Premises or the conduct of business thereon, including without limitation business equipment and inventories located on the Mortgaged Premises or elsewhere, together with files, books of account, and other records wherever located;

3. Debtors' right, title and interest in and to any and all contracts now or hereafter relating to the Mortgaged Premises and executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtors' rights and remedies thereunder and benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, and specifications prepared by an architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all other rights, licenses, permits, agreements, and test results relating to construction on the Mortgaged Premises;

4. Debtors' right, title and interest in and to any and all contracts, permits and licenses now or hereafter relating to the operation of the Mortgaged Premises or the conduct of business thereon, including without limitation all management and other service contracts, and the right to appropriate and use any and all trade names used or to be used in connection with such business;

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5. Debtors' right, title and interest in the rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts and other agreements made or agreed to by any person or entity (including without limitation Debtors and Secured Party under the powers granted by the Security Agreement and the other Loan Documents executed by Debtor in favor of Secured Party) with any person or entity pertaining to all or any part of the Mortgaged Premises, whether such agreements have been heretofore or are hereafter made;

6. Debtors' right, title and interest in all deposit accounts, earnest money deposits, proceeds of contract sales, accounts receivable, payment intangible and general intangibles relating to the Mortgaged Premises;

7. All of Debtor's right, title and interest in and to rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Mortgaged Premises or described in the Mortgage or in the Security Agreement executed in favor of Secured Party in connection herewith, the use or occupancy thereof, or the business conducted thereon;

8. All of Debtor's right, title and interest in and to all awards or payments, including interest thereon, that may be made with respect to the Mortgaged Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Mortgaged Premises;

9. All of Debtor's right, title and interest in and to those certain sales contracts entered into by and between Debtor, as seller, and any bona fide third party, as purchaser, and all amendments, modifications, supplements, and addenda thereto, and all earnest money and other deposits received by Debtor thereunder (hereinafter referred to as the "Existing Sales Contracts") and all other sales contracts that may hereinafter be executed by or on behalf of Debtor, and all amendments, modifications, supplements, and addenda thereto (the Existing Sales Contracts and all such other sales contracts being hereinafter collectively referred to as the "Sales Contracts"), as more fully described in that certain Collateral Assignment of Sales Contracts dated as of October 20, 2003, by and between Debtor and Secured Party;

10. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

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EXHIBIT B

LEGAL DESCRIPTION

Parcel 1:

That part of the Southwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the North line of the 66 foot wide East 18th Street with the East line of 66 foot wide South Prairie Avenue; thence North 00 degrees 05 minutes 55 seconds West along the East line of South Prairie Avenue, aforesaid, 255.00 feet to the point of beginning; thence North 89 degrees 54 minutes 05 seconds East, 110.00 feet; thence South 00 degrees 05 minutes 55 seconds East, 20.00 feet; thence North 89 degrees 54 minutes 05 seconds East, 198.00 feet to a point on the West right of way line of the Illinois Central Railroad; thence North 27 degrees 20 minutes 27 seconds West along the West right of way line of the Illinois Central Railroad, aforesaid, 199.50 feet; thence North 90 degrees 00 minutes 00 seconds West 90.34 feet; thence South 00 degrees 02 minutes 31 seconds East, 7.82 feet; thence North 90 degrees 00 minutes 00 seconds West 126.33 feet to a point on the East line of South Prairie Avenue, aforesaid; thence south 00 degrees 05 minutes 55 seconds East along the East line of South Prairie Avenue, aforesaid, 149.92 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 for vehicular and pedestrian ingress and egress as contained in the Grant of Easement recorded October 23, 2003 as document number 0329632054.

*C/K/A: Vacant Land, Prairie Ave. & 18th Street
Chicago, Ill*

*PINS: 17-22-304-017
018*

17-22-501-017