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Doc#: 0334518020
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 12/11/2003 10:07 AM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 513543 IBOFCHICAGO

UCC Direct Services 6010113
P.O. Box 29071
Glendale, CA 91209-9071 IL IL

File with: Cook County Recorder, IL

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
AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS TRUSTEE Cont On Adden.

OR

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

1c. MAILING ADDRESS
33 N. LASALLE ST. CITY CHICAGO STATE IL POSTAL CODE 60690 COUNTRY

1d. TAX ID #: SSN OR EIN 36-6120952 ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION BUS TRUST 1f. JURISDICTION OF ORGANIZATION IL 1g. ORGANIZATIONAL ID #, if any 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
BANK ONE, NA

OR

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

3c. MAILING ADDRESS
120 S LASALLE CITY CHICAGO STATE IL POSTAL CODE 60603 COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

PLEASE SEE ATTACHED

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

6010113 9343482518-83 675500

Handwritten signatures and initials in the bottom right corner.

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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 AMERICAN NATIONAL BANK & TRUST COMPANY OF			
OR	9b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME, SUFFIX	

10. MISCELLANEOUS

6010113-40-1
513543 IBOFCHICAGO
 9343482518-83
 675500

File with: Cook County Recorder, Ill

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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 DATED 1/7/65 TRUST NO 20960				
OR	11b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS 33 N. LASALLE ST.		CITY CHICAGO	STATE IL	POSTAL CODE 60690
11d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION BUS TRUST	11f. JURISDICTION OF ORGANIZATION IL	
			11g. ORGANIZATIONAL ID #, if any <input checked="" 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:

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 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



S/S
 5/20
 11/18
 [Signature]

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This Financing Statement is executed by American National Bank and Trust Company of Chicago, a national banking association, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiary of a certain Trust Agreement dated January 7, 1965, and known as Trust No. 20960, to all provisions of which Trust Agreement this Financing Statement is expressly made subject. It is expressly understood and agreed that nothing in this Financing Statement contained shall be construed as creating any liability whatsoever against said Trustee, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of the Trust, and that all personal liability of the Trustee of every sort, if any, is hereby expressly waived by Payee, and by every person now or hereafter claiming any right or security hereunder; and that so far as Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Trust property from time to time subject to the provisions of the Trust for the payment thereof, provided, however, that nothing herein contained shall limit or waive any personal liability of the beneficiary of the Trust and/or any guarantor of such indebtedness or obligations or any rights or remedies of Secured Party against said beneficiary and/or guarantor otherwise provided hereunder, or at law, in equity or otherwise.

UNOFFICIAL COPY**EXHIBIT A****PROPERTY DESCRIPTION**

All of the Debtor's now existing and/or owned and hereafter arising and/or acquired right, title and interest of every nature in and to all of the following properties, rights, interests and estates (collectively, the "Collateral"):

(a) all accounts, accounts receivable, chattel paper, contract rights, letters of credit, instruments, documents or other claims, both at law and in equity, relating to the Real Property, as hereinafter defined, the Equipment and/or the other Collateral ("Accounts"), and all Real Property, Equipment and/or other Collateral whose sale, lease or other disposition by the Debtor have given or in the future give rise to Accounts and have been returned to or repossessed or stopped in transit by the Debtor; (b) all inventory of the Debtor, wherever located, whether in transit, held by others for the Debtor's account, covered by warehouse receipts, purchase orders and contracts, or in the possession of any carriers, forwarding agents, truckers, warehousemen, vendors or other Persons (as hereinafter defined), including but not limited to all raw materials, work in process, finished merchandise, supplies, goods, incidentals, supplies and packaging materials ("Inventory"); (c) all goods (other than Inventory), machinery, equipment, vehicles, apparatus, tools, appliances, furniture, furnishings and fixtures ("Fixtures") of any and every kind ("Equipment") now or hereafter installed or located in or on, attached to, forming a part of or used or useable in connection with the Real Property or the present or future operation, business, ownership, maintenance, repair or management of the Real Property or in connection with any construction being conducted or which may be conducted thereon, including but not limited to any and all such items now or at any time hereafter situated on the Real Property and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, recreation, laundry service and all other related or other such services and any antennae, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, escalators, fans, fittings, floor coverings, furnaces, furnishings, hardware, heaters, humidifiers, incinerators, motors, ovens, pipes, pumps, radiators, ranges, recreational facilities, screens, security systems, shades, shelving, sinks, stokers, stoves, toilets, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, together with the benefit of any deposits or payments now or hereafter made on such personal property or Fixtures by the Debtor or on its behalf, including but not limited

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to the personal property, if any, described in Exhibit C attached hereto and made a part hereof, if any Exhibit C is attached hereto, whether or not the same are or shall be attached to the Real Property in any manner; (d) all monies, reserves, deposits, security deposits, advances, security, certificates of deposit and deposit accounts and funds and interest or dividends thereon, securities, cash, cash equivalents and other property now or at any time hereafter maintained, deposited or in the possession or under the control of the Secured Party or its bailee, including but not limited to the Imposition and Insurance Deposits (as those terms are defined in that certain Mortgage, Security Agreement, Assignment of Leases, Rents and Income and Fixture Filing dated as of June 1, 1993, by the Debtor to the Secured Party (the "Mortgage") which encumbers the Collateral) and Deposits (as that term is defined in the Mortgage) or made by or on behalf of the Debtor to others, including, without limitation, with respect to (i) insurance policies, (ii) utility services, (iii) refuse removal or sewer service, (iv) parking or similar services or rights, and (v) rental of Equipment, if any, relating to or otherwise used in the operation of the Real Property, the Equipment and/or the other Collateral; (e) all present and future books, records, computer records, ledger cards, programs and other computer materials, customer and supplier lists, invoices, orders and other records; (f) all rents, royalties, bonuses, issues, profits, revenue, income, and other benefits from the Real Property, the Leases, the Equipment and/or the other Collateral, howsoever occurring, existing, created or arising, together with all cash and security deposits, advance rentals and payments of a similar nature (the "Rents"); (g) all present and future leases, tenancies, licenses and other agreements written or oral affecting the use, enjoyment or occupancy of the Real Property, the Equipment and/or the other Collateral now or hereafter entered into (the "Leases"), together with all security therefor, and all rights of the Debtor (i) to receive monies due and to become due under or pursuant to the Leases, (ii) to perform under the Leases, to compel performance and otherwise to exercise all remedies thereunder, including but not limited to all rights to make determinations, to exercise any election or option contained in the Leases, to give or receive any notice or consent, to demand and receive any property the subject of any of the Leases, to file any claims and generally to take any action which (in the opinion of the Secured Party) may be necessary or advisable in connection with any of the foregoing, and (iii) to receive the proceeds of any claim for damages arising out of or for breach of any Leases and proceeds of any insurance, indemnity, warranty or guaranty with respect to the Leases; (h) all present and future rights, in the name and on behalf of the Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property, the Equipment and/or the other Collateral and to commence any action or proceeding to protect the interest of the Secured Party in the Real Property, the Equipment and/or the other Collateral and all claims against any Person (as that term is defined in the Mortgage) with respect to any damage to the Real Property, the

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Equipment and/or the other Collateral, including but not limited to damage arising from any defect in or with respect to the design or construction of the Real Property, the Equipment and/or the other Collateral and any damage resulting therefrom; (i) all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking or condemnation of the Real Property, the Equipment, the Leases and/or the other Collateral, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking, condemnation or otherwise) thereto; (j) all present and future insurance policies in force or effect insuring the Real Property, the Rents, the Leases, the Equipment and/or the other Collateral and any proceeds of or unearned premiums on any such insurance policies, including but not limited to the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property, the Rents, the Leases, the Equipment and/or the other Collateral and all refunds or rebates of Impositions (as defined in the Mortgage); (k) all present and future option rights, purchase and sale contracts and the proceeds of any sale, option or contract to sell the Real Property, the Equipment or the other Collateral or any portion thereof; (l) all present and future goodwill, trademarks, trade names, logos, building names and other general intangibles relating to the Real Property, the Equipment and/or the other Collateral, including, without limitation, the beneficial interest and power of direction under a Trust Agreement dated January 7, 1967, and known as Trust No. 20960, with American National Bank and Trust Company of Chicago, a national banking association, as Trustee, and, to the extent permitted by law, the name "Village Center", and the goodwill associated therewith; (m) all present and future advertising material, guaranties, warranties, plans and specifications, shop and working drawings, soil tests, environmental audits, appraisals, architect's and engineer's agreements, construction, construction manager and design contracts, management agreements, operating agreements and other agreements, contracts, documents and materials and any and all amendments thereto; (n) all present and future building permits, other permits, licenses, consents, agreements and authorizations with or from any Governmental Authority (as defined in the Mortgage), that relate in any way to the construction, ownership, operation and/or use of the Collateral; (o) to the extent not included in Subsections (a) to (n) above, all other property and interests of the Debtor of any kind or description whatsoever, wherever located, whether now owned or hereafter acquired, real or personal, tangible or intangible; and (p) all present and future accessions and additions to, substitutions for, and all replacements, products, cash and non-cash proceeds and Proceeds (as hereinafter defined) of any of the foregoing.

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As used in this Financing Statement:

(1) "Real Property" shall mean (A) the plots, pieces and parcels of real property situate, lying and being in the County of Cook and State of Illinois, as more particularly described as set forth in Exhibit B attached hereto and made a part hereof (the "Land"); (B) all buildings, structures, Fixtures (as defined above) and improvements of every nature whatsoever now or hereafter situated on the Land, including but not limited to all extensions, additions, modifications, improvements, enlargements, betterments, renewals, substitutions and replacements to or of any of the foregoing (the "Improvements"); and (C) all easements, rights of way, 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, gas, oil and mineral rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or appertaining to the Land, the Improvements or the Fixtures, or which hereafter shall in any way belong, relate or be appurtenant thereto, and the reversion and reversions, remainder and remainders, and land lying in the front of any street, road or avenue, opened or proposed, in front of or adjoining the Land 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 Land, the Improvements or the Fixtures and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to the same; and

(2) "Proceeds" shall mean "proceeds" as such term is defined in the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law and, in any event, shall include, but not be limited to, (A) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Party or the Debtor from time to time with respect to any of the Collateral, (B) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), and (C) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

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2-10-11

EXHIBIT B**Legal Description**

A PARCEL OF LAND COMPRISED OF THE FOLLOWING:

(A) ALL OF LOTS 1, 2 AND 3 IN OWNER'S DIVISION OF LOTS 1, 2, 3, 4, 11, 12, 13, 14, 15 AND 16 (EXCEPT THE NORTH 17 FEET OF SAID LOTS 1 AND 16) IN BLOCK 15 IN CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(B) A PART OF LOT 2 IN BLOCK 16 IN CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(C) A PART OF EACH OF LOTS 4, 5, 6, 7, 8, 9, 10 AND 11 IN L. B. CURRY'S SUBDIVISION OF LOT 1 IN BLOCK 16 IN CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN HYDE PARK.

(D) A PART OF SOUTH LAKE PARK AVENUE VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON AUGUST 25, 1966, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4 IN L. B. CURRY'S SUBDIVISION AFORESAID, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 4.65 FEET; THENCE SOUTHWARDLY ALONG THE WESTERLY LINE OF SOUTH LAKE PARK AVENUE, 60 FEET WIDE, OPENED BY RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON AUGUST 25, 1966 (SAID WESTERLY LINE BEING THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 5000 FEET; AND BEING 60 FEET WESTERLY FROM AND CONCENTRIC WITH THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD), A DISTANCE OF 289.74 TO THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF SOUTH LAKE PARK AVENUE WITH THE SOUTH LINE PRODUCED EAST OF SAID LOT 3, IN OWNER'S DIVISION AFORESAID; THENCE WEST ALONG THE SOUTH LINE PRODUCED EAST OF SAID LOT 3, ALONG THE SOUTH LINE OF SAID LOT 3, AND ALONG THE SOUTH LINE OF LOT 2 IN SAID OWNER'S DIVISION, A DISTANCE OF 340.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 AND ALONG THE WEST LINE OF LOT 1 IN SAID OWNER'S DIVISION, A DISTANCE OF 283.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, IN OWNER'S DIVISION AFORESAID, A DISTANCE OF 215.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; AND THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 67.15 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.L.N. Nos.: 20-11-406-026; 20-11-405-008; and 20-11-405-009

Commonly known as: Village Center, 5118 South Lake Park Avenue, Chicago, Illinois 60637