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Doc#: 0403548144
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 02/04/2004 12:44 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)

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 New Plan of Elk Grove, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1120 Avenue of the Americas, 12th Floor			CITY New York	STATE NY	POSTAL CODE 10036	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 3757297 <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

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 Metropolitan Life Insurance Company						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 200 Park Avenue, 12th Floor			CITY New York	STATE NY	POSTAL CODE 10106	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's present and future estate, right, title and interest in and to the collateral as more particularly described in Exhibits A and B, attached hereto and by this reference made a part hereof.

④ 03251839

Return Documents to:
Stephanie Wolsfelt
Law Title-National Division
2000 W. Galena Blvd. # 105
Aurora, IL 60506

5. ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [OPTIONAL FEE]		All Debtors		Debtor 1	Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with Delaware Secretary of State

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EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR:

New Plan of Elk Grove, LLC
 1120 Avenue of the Americas, 12th Floor
 New York, New York 10036

SECURED PARTY:

Metropolitan Life Insurance Company
 200 Park Avenue, 12th Floor
 New York, New York 10166

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Mortgage, Security Agreement and Fixture Filing by and between Elk Grove Town Center, L.L.C. and Secured Party.

This Financing Statement covers all of Debtor's present and future estate, right, title and interest in and to the following which are collectively referred to as the "**Real Property**":

1. That certain real property located in the County and State which is more particularly described in **Exhibit B** attached hereto or any portion of the real property;
2. All easements, rights-of-way, gaps, strips and gores of land; streets and alleys; sewers and water rights; privileges, licenses, tenements, and appurtenances appertaining to the real property, and the reversion(s), remainder(s), and claims of Debtor with respect to these items, and the benefits of any existing or future conditions, covenants and restrictions affecting the real property (collectively, the "**Land**");
3. All things now or hereafter affixed to or placed on the Land, including all buildings, structures and improvements, all fixtures and all machinery, elevators, boilers, building service equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building materials, supplies, computers and software, window coverings and floor coverings, lobby furnishings, and other property now or in the future attached, or installed in the improvements and all replacements, repairs, additions, or substitutions to these items (collectively, the "**Improvements**");
4. All present and future income, rents, revenue, profits, proceeds, accounts receivable and other benefits from the Land and/or Improvements and all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, any advance payment of real estate taxes or assessments, or insurance premiums made by Debtor and all claims or demands relating to such deposits and other security, including claims for refunds of tax payments or assessments, and all insurance proceeds payable to Debtor in connection with the Land and/or Improvements whether or not such insurance coverage is specifically required under the terms of this Mortgage ("**Insurance Proceeds**") (all of the items set forth in this paragraph are referred to collectively as "**Rents and Profits**");
5. All damages, payments and revenue of every kind that Debtor may be entitled to receive, from any person owning or acquiring a right to the oil, gas or mineral rights and reservations of the Land;

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6. All proceeds and claims arising on account of any damage to, or Condemnation of any part of the Land and/or Improvements, and all causes of action and recoveries for any diminution in the value of the Land and/or Improvements;
7. All licenses, contracts, management agreements, guaranties, warranties, franchise agreements, permits, or certificates relating to the ownership, use, operation or maintenance of the Land and/or Improvements;
8. All names by which the Land and/or Improvements may be operated or known, and all rights to carry on business under those names, and all trademarks, trade names and goodwill relating to the Land and/or Improvements; and
9. Debtor's interest in the following personal property which is collectively referred to as "**Personal Property**":
 - (a) any portion of the Real Property which may be personal property, and all other personal property, whether now existing or acquired in the future which is attached to, appurtenant to, or used in the construction or operation of, or in connection with, the Real Property;
 - (b) all rights to the use of water, including water rights appurtenant to the Real Property, pumping plants, ditches for irrigation, all water stock or other evidence of ownership of any part of the Real Property that is owned by Debtor in common with others and all documents of membership in any owner's association or similar group;
 - (c) all plans and specifications prepared for construction of the Improvements; and all contracts and agreements of Debtor relating to the plans and specifications or to the construction of the Improvements;
 - (d) all equipment, machinery, fixtures and goods used in connection with or relating to the Property, all accounts used specifically for holding security deposits of tenants at the Real Property, and all substitutions, replacements of, and additions to any of the these items;
 - (e) all sales agreements, deposits, escrow agreements, other documents and agreements entered into with respect to the sale of any part of the Real Property, and all proceeds of the sale; and
 - (f) all proceeds from the voluntary or involuntary disposition or claim respecting any of the foregoing items (including judgments, condemnation awards or otherwise).

All of the Real Property and the Personal Property are collectively referred to as the "**Property**."

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EXHIBIT B TO UCC FINANCING STATEMENT

Legal Description

PARCEL ONE:

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 765.00 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ WITH THE SOUTH LINE OF BIESTERFIELD ROAD AS OCCUPIED BEING A LINE 60.00 FEET AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE SOUTH 88 DEGREES 57 MINUTES 06 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 520.00 FEET TO A LINE 245.00 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 199.99 FEET TO A LINE 260.00 FEET, AS MEASURED ALONG THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE SOUTH 88 DEGREES 57 MINUTES 06 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 199.99 FEET TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD AS WIDENED, BEING A LINE 45.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 793.50 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SERFECZ SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 1984, AS DOCUMENT NUMBER 26939494; THENCE NORTH 88 DEGREES 57 MINUTES 06 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, 125.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1, 21.39 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 06 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 542.46 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 137.89 FEET TO A LINE 1170.00 FEET, AS MEASURED ALONG THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE NORTH 88

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DEGREES 57 MINUTES 06 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 97.52 FEET TO A LINE 810.00 FEET AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 884.99 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 06 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 45.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 225.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF PARCEL ONE AS CREATED BY RECIPROCAL EASEMENT AGREEMENT BETWEEN ELK GROVE VILLAGE, ELK GROVE TOWN CENTER, L.L.C. AND THE BOARD OF TRUSTEES OF THE VILLAGE OF ELK GROVE VILLAGE DATED AS OF MARCH 13, 1997 AND RECORDED AUGUST 5, 1997 AS DOCUMENT NUMBER 97566666 OVER THE LAND WEST AND ADJOINING AS DESCRIBED THEREIN..

PARCEL THREE:

NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF PARCEL ONE AS CREATED BY RECIPROCAL EASEMENT AGREEMENT BETWEEN ELK GROVE TOWN CENTER, L.L.C. AND BEVERLY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 24, 1997 AND KNOWN AS TRUST NUMBER 74-2478 DATED JULY 25, 1997 AND RECORDED AUGUST 5, 1997 AS DOCUMENT NUMBER 97566670 OVER THE LAND SOUTH AND ADJOINING AS DESCRIBED THEREIN.

PIN: 08-32-202-021-0000

Address: Elk Grove Town Center
910 Biesterfield Road
Elk Grove Village, IL