

# UNOFFICIAL COPY

RECORDER'S OFFICE

## STATE OF ILLINOIS UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

RECORDED IN THE  
MODERN LAW FORMS  
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### INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets. Preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)

LINCOLN, ASHLAND & BELMONT, L.L.C.  
a Delaware limited liability  
company  
3257 North Sheffield  
Chicago, IL 60657

Secured Party (s) and address(es)

LASALLE BANK LAKE VIEW, an Illinois  
banking corporation, in its individual  
capacity and its capacity as agent for other  
Co-Lenders listed on Schedule 1  
3201 North Ashland Avenue  
Chicago, Illinois 60657

For Filing Officer  
(Date, Time, Number, and Filing Office)

04061019

\$39.50

12/20/94 15:48:00

04-03-1995

COOK COUNTY CLERK'S OFFICE

1. This financing statement covers the following types (or items) of property:

See Exhibit B attached hereto.

2. (If collateral is crops) The above described crops are growing or are to be grown on:  
(Describe Real Estate)

jc (11)

3. (If applicable) The above goods are to become fixtures on (The above timber is standing on) (The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on) (Strike what is applicable) (Describe Real Estate)

See Exhibit A attached hereto.

E117638 / N931873  
COOK COUNTY, IL

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record, the name of a record owner is

4.  Products of Collateral are also covered.

6 Additional sheets presented.

X Filed with Recorder's Office of Cook County, Illinois.

By: See Signature Page attached hereto.

Signature of (Debtor)  
(Secured Party)\*

\*Signature of Debtor Required in Most Cases;  
Signature of Secured Party in Cases Covered By UCC 9-402 (2).

1 FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-2 - REV. 4-73

This form of financing statement is approved by the Secretary of State.

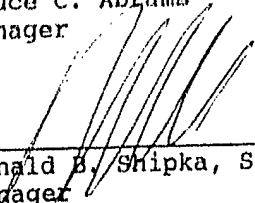
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## SIGNATURE PAGE TO UCC FINANCING STATEMENT

Debtor: Lincoln, Ashland & Belmont, L.L.C.,  
a Delaware limited liability company

By:   
Name: Bruce C. Abrams  
Title: Manager

By:   
Name: Ronald B. Shipka, Sr.  
Title: Manager

Dated: December 19, 1994

Property of Cook County Clerk's Office

after recording, Return to:  
Lasalle Bank Lake View  
3201 N. Ashland Avenue  
Chicago, Ill 60657

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**SCHEDULE I  
TO UCC FINANCING STATEMENT**

**Co-Lenders**

River Forest Bancorp, Inc., a Minnesota corporation  
Bank of America Illinois, a bank organized under the laws of  
the State of Illinois

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LLW41206.SCI

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 17 TO 24 BOTH INCLUSIVE (EXCEPT FROM SAID PREMISES THAT PART OF EACH OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19) IN BLOCK 8 IN G.H.A. THOMAS' SUBDIVISION OF BLOCKS 8 AND 9 IN L. TURNER'S SUBDIVISION OF THE NORTH EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

ALL THAT PART OF BLOCK 10 (EXCEPT THAT PART THEREOF CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED AS DOCUMENT NUMBER 12248524 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS), IN L. TURNER'S SUBDIVISION LYING NORTH OF THE NORTH LINE OF LOT 18 IN RUSK AND FLOOD'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 10 IN L. TURNER'S SUBDIVISION OF THE NORTH EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 9 TO 18 BOTH INCLUSIVE, AND LOTS 29 TO 37 AND THE WEST 9 FEET OF LOT 38 BOTH INCLUSIVE, IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

ALL THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 18, BOTH INCLUSIVE, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 29 TO 37, BOTH INCLUSIVE, AND LYING WEST OF AND ADJOINING THE WEST LINE OF THE EAST 16 FEET OF SAID LOT 38 PRODUCED NORTH 16 FEET, IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION, LYING EAST OF AND ADJACENT TO LOTS 19 THROUGH 28, IN SAID BLOCK 1 ALL IN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

LOTS 25, 26, 27, 28, 29, 30, 31, 32, AND THE SOUTH 10 FEET OF LOT 33 IN BLOCK 8 IN G.H.A. THOMAS' SUBDIVISION OF BLOCKS 8 AND 9 OF L. TURNER'S SUBDIVISION OF THE NORTHEASTERLY 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT A - Continued

### LEGAL DESCRIPTION

P.I.N.'s: 14-19-426-027 (AFFECTS PARCEL 1)  
14-19-431-001 (AFFECTS PART OF PARCEL 2)  
14-19-431-002 (AFFECTS PART OF PARCEL 2)  
14-20-320-034 (AFFECTS PART OF PARCEL 4)  
14-20-320-043 (AFFECTS PART OF PARCEL 3, 4 AND 5)  
14-20-320-044 (AFFECTS PART OF 3, 4 AND 5)  
14-19-426-011 (AFFECTS PARCEL 6, LOT 26)  
14-19-426-012 (AFFECTS LOT 25)  
14-19-426-031 (AFFECTS LOTS 27, 28, 29)  
14-19-426-030 (AFFECTS LOTS 30, 31)  
14-19-426-008 (AFFECTS LOT 32, SOUTH 10 FEET OF  
LOT 33) VOLUME 483

PROPERTY  
ADDRESSES: 3219-3263 NORTH LINCOLN AVENUE  
3220-3258 NORTH ASHLAND AVENUE  
1601-1623 WEST SCHOOL STREET  
3301-3321 NORTH MARSHFIELD AVENUE  
3309-3318 NORTH ASHLAND AVENUE  
1500-1624 WEST SCHOOL STREET  
1522-1544 WEST SCHOOL STREET  
1521-1545 WEST HENDERSON STREET

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## EXHIBIT B TO FINANCING STATEMENT

### DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at any time hereafter have any interest or rights, together with all of the Debtor's right, title and interest therein:

1. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the premises more particularly described on Exhibit A attached hereto (the "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, kitchen equipment and utensils, 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, all renewals or replacements thereof or articles in substitution therefor and all property owned by Debtor and now or hereafter used for similar purposes in or on the Premises;

2. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit or used in connection with such property, any and all replacements for such property and all other property of a similar type or used for similar purposes now or hereafter owned by Debtor and located in or on the Premises or any of the improvements now or hereafter located thereon;

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

4. Debtor's right, title, and interest in and to all general intangibles relating to the design, development, operation, management, construction, occupancy and use of the Premises and any of the improvements now or hereafter located thereon (including any tunnel connection thereon) including but not limited to any and all contracts now or hereafter relating to the Premises executed by any architects, engineers, or contractors, including all amendments, supplements and revisions

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thereof, together with all Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, specifications, soil tests and other test results, appraisals and engineering reports, prepared by any architect, engineer or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as (to the extent assignable) all certificates of occupancy, zoning variances, building permits, environmental permits, approvals and licenses and other governmental or administrative permits, licenses, agreements, consents and authorizations (including, without limitation, the Redevelopment Agreement (as defined in that certain Loan Agreement between Debtor, Secured Party, and River Forest Bancorp, Inc., a Minnesota corporation ("River") and Bank of America Illinois, a national banking association ("B of A"), dated as of December \_\_, 1994 (the "Loan Agreement"))) and rights relating to construction on the Premises;

5. Debtor's right, title and interest in and to any and all contracts now or hereafter relating to the operation of the Premises or the conduct of business thereon, including without limitation all management and other service contracts, the books and records and the right to appropriate and use any and all trademarks, trade names, company names, business names, fictitious business names, trade styles, service marks, logos, other source and business identifiers, trademark registration and applications for registration used or to be used in connection with such business;

6. Debtor's right, title and interest in the rents, issues, deposits (including security deposits and tenant escrow 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 Debtor and Secured Party under the powers granted by that certain Security Agreement made between Debtor, Secured Party, River and B of A dated as of December \_\_, 1994 (the "Security Agreement") and the other Loan Documents therein described) with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

7. Debtor's right, title and interest in all sale contracts (including, without limitation, Residential Sales Contracts (as defined in the Loan Agreement)), earnest money deposits (including, without limitation, those deposits held in the Earnest Money Escrow (as defined in the Loan Agreement)) which have been forfeited by purchasers of Condominium Units (as defined in the Loan Agreement) or Townhome Units (as defined in the Loan Agreement), proceeds of sale contracts (including, without limitation, those proceeds held in the Income Tax Account (as defined in the Loan Agreement)), accounts receivable, and general intangibles relating to the Premises;

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8. All 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 Premises or described in the Security Agreement between Debtor and Secured Party or in the Mortgage therein described, the use or occupancy thereof or the business conducted thereon;

9. All awards or payments, including interest thereon, that may be made with respect to the 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 Premises; and

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

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