

UNOFFICIAL COPY



Doc#: 0407045130
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 03/10/2004 11:29 AM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis Document Solutions
801 Adlai Stevenson Drive
Springfield, IL 62703

8968532-3

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

7

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
BENDERSON DEVELOPMENT COMPANY, INC., A NEW YORK CORPORATION, AND RONALD**

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
570 DELAWARE AVENUE
BUFFALO NY 14202 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION TRUST 1f. JURISDICTION OF ORGANIZATION IL 1g. ORGANIZATIONAL ID #, if any 10/14/1984 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

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

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
ING USA ANNUITY AND LIFE COMPANY

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
5780 POWERS FERRY ROAD, NW SUITE 300
ATLANTA GA 30327-4349 USA

4. This FINANCING STATEMENT covers the following collateral:
**Benderson, Randall Benderson and David H. Baldauf, ATUTA Dtd 10-14-85
AKA the Benderson 85-1 Trust
See Exhibits A, B and C attached hereto and made a part hereof

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 391-2011705

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

LexisNexis Document Solutions
801 Adlai Stevenson Drive
Springfield, IL 62703-4261

+ lcp

UNOFFICIAL COPY

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 BENDERSON DEVELOPMENT COMPANY, INC., A NEW

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: IL-Cook County

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

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) NONE

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

UNOFFICIAL COPY**EXHIBIT "A"
LEGAL DESCRIPTION****PARCEL 1:**

LOT 1 OF THE COMMONS, BEING A SUBDIVISION OF THE SOUTH 665.00 FEET OF THE WEST 882.00 FEET OF THE EAST 952.00 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 150.00 FEET OF THE EAST 220 FEET OF SAID SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 13, EXCEPT LAND DEDICATED FOR HIGHWAY OR STREET PURPOSES, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE NORTH 410 FEET OF THE SOUTH 665 FEET OF THE WEST 160 FEET OF THE EAST 1112 FEET AND THE SOUTH 250 FEET OF THE WEST 198 FEET OF THE EAST 1150 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART TAKEN PURSUANT TO ORDER ENTERED JANUARY 25, 1994 IN CASE NO. 93L50932 IN FAVOR OF THE DEPT OF TRANSPORTATION OF THE STATE OF ILLINOIS FOR WIDENING OF STREET.

PARCEL 3

NON EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED NOVEMBER 9, 1973 AS DOCUMENT 22541514 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 27, 1971 AND KNOWN AS TRUST NUMBER 76243 AND JETCO PROPERTIES, INC., A DELAWARE CORPORATION, AND AS AMENDED BY PARTIAL WAIVER OF RIGHTS UNDER SAID AGREEMENT EXECUTED BY AND BETWEEN BENDERSON DEVELOPMENT COMPANY AND STEEL CITY NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1977 KNOWN AS TRUST NUMBER 1859, RECORDED AS DOCUMENT 94620479 AND RECORDED AS DOCUMENT 94783464, TO USE THE PARKING FACILITIES WHICH EXIST FROM TIME TO TIME ON THE LAND DESIGNATED AS "TRUSTEE'S PREMISES" AND LEGALLY DESCRIBED ON EXHIBIT "B" ATTACHED THERETO.

PIN # 27-13-402-018-0000

27-13-402-022-0000

UNOFFICIAL COPY

IL-Benderson

EXHIBIT B
Description of Collateral

Debtor: BENDERSON DEVELOPMENT COMPANY, INC., a New York corporation, and RONALD BENDERSON, RANDALL BENDERSON AND DAVID H. BALDAUF, as Trustees under a Trust Agreement dated October 14, 1985, and known as The Benderson 85-1 Trust

Secured Party: SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corporation

Premises: Described in Exhibit A to this Financing Statement

This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property, whether now owned or hereafter acquired by the Debtor (the "Collateral"):

(a) Personal Property. All right, title and interest of Debtor in and to any and all building improvements, equipment, inventory, machinery, fixtures, fittings, appliances, apparatus, furnishings, furniture and all other property of every kind and any substitutions or replacements thereof or additions thereto now or at any time appurtenant to or located upon the Premises; and all right, title and interest of Debtor in and to all personal property of every kind now or at any time hereafter located on or appurtenant to the Premises and used in connection with the use, enjoyment, occupancy or operation of the Premises. Without limiting the foregoing general description, such property includes all equipment and facilities for the generation or distribution of air, water, heat, electricity, light, fuel, telephone or refrigeration, or for ventilation or air conditioning purposes or for sanitary drainage purposes or for the removal of dust, refuse or garbage, or for any activity related to the maintenance or repair of the Premises, or for the pursuit of any other activity in which Debtor may be engaged on the Premises, and including without limitation all cabinets, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and room cleaning equipment, refrigeration equipment, cables, computers, software, books, kitchen equipment, appliances, motor vehicles, tractors, ground sweepers and tools, excluding personal property and trade fixtures and equipment owned by tenants and managers of the Premises, together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing. All of such property is collectively referred to as the "Personal Property".

UNOFFICIAL COPY

(b) Accounts. All accounts receivable and any right of Debtor to payment for goods sold or leased or for services rendered, whether or not yet earned by performance, and whether or not evidenced by an instrument or chattel paper, arising from the operation of the Premises together with those accounts now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or noncash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any or all of the foregoing and proceeds therefrom (collectively, the "Accounts").

(c) Permits. All authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Premises (collectively, the "Permits").

(d) Rents and Deposits. All monies on deposit for the payment of real estate taxes or special assessments against the Premises or for the payment of premiums on policies of fire and other hazard insurance covering the Collateral or the Premises except as provided in the Deed of Trust; all proceeds paid for damage done to the Collateral or the Premises except as provided in the Deed of Trust; all proceeds of any award or claim for damages for any of the Collateral or the Premises taken or damaged under the power of eminent domain or by condemnation; all rents, issues and leases of the Premises; and all tenants' or security deposits held by Debtor in respect of the Premises.

(e) Trade Names and Rights. All names under or by which the Premises or any improvements thereon may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents, patents pending and goodwill with respect to the Premises.

(f) Memberships. All shares of stock or partnership interest or other evidence of ownership of any part of the Premises that is owned by Debtor in common with others, including all water stock relating to the Premises, if any, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Premises and any management agreements.

(g) Plans. All plans and specifications (except those owned by third parties) prepared for construction of improvements on the Premises and all studies, data and drawings related thereto; and all contracts and agreements of Debtor relating to the aforesaid plans and

UNOFFICIAL COPY

specifications or to the aforesaid studies, data and drawings, or to the construction of improvements on the Premises.

(h) Reserve Accounts. All of Debtor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts made pursuant to any loan document made between Debtor and Secured Party with respect to the Premises, together with all income, profits, benefits and advantages arising therefrom.

(i) Other Collateral. All goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory (as defined in the applicable Uniform Commercial Code ("UCC")) located on and used in the operation of the Premises.

(j) Substitutions. All substitutions, accessions, additions and replacements to any of the foregoing.

(k) Products and Proceeds. All products and proceeds of any of the foregoing, or with respect to the Premises, including without limitation, insurance proceeds, proceeds of any voluntary or involuntary disposition or diminution in value of any of the foregoing or of the Premises, and any claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory, wherever located, acquired with the proceeds of any of the foregoing or proceeds thereof.

Property Clerk's Office

UNOFFICIAL COPY

EXHIBIT C
TO
FINANCING STATEMENT

SIGNATURE OF DEBTOR

DEBTOR: BENDERSON DEVELOPMENT COMPANY, INC., a New York corporation, and RONALD BENDERSON, RANDALL BENDERSON AND DAVID H. BALDAUF, as Trustees under a Trust Agreement dated October 14, 1985, and known as The Benderson 85-1 Trust

SECURED PARTY: SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corporation

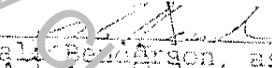
PREMISES: Described in Exhibit A to this Financing Statement

BENDERSON DEVELOPMENT COMPANY, INC
a New York corporation


By: 
Name: Randall Benderson
Title: President

and

RONALD BENDERSON, RANDALL BENDERSON AND DAVID H. BALDAUF AS TRUSTEES UNDER A TRUST AGREEMENT DATED OCTOBER 14, 1985, AND KNOWN AS THE BENDERSON 85-1 TRUST

By: 
Ronald Benderson, as Trustee

By: 
Randall Benderson, as Trustee

By: 
David H. Baldauf, as Trustee

Property of Cook County Clerk's Office

113