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CC FINANCING STATEMENT  LLOW INSTRUCTIONS (front and back) CAREFULLY  NAME & PHONE OF CONTACT AT FILER fontional  SEND ACKNOWLEDGMENT TO: (Name and Address)  CT CORP  208 S CGSGIR Suit  Cluberyo 451 West Wrightwood  TO CONTACT AT FILE FOR INCOME.  LOAN NO. 50-2794704	Eugen Cook o Date:	e "Gene" Moore County Recorder of 05/21/2004 11:30	Fee: \$34.50 of Deeds AM Pg: 1 of	6
DEBTOR'S EXACT FULL LF. 3AI NAME - insert only one debtor name (1a		VE SPACE IS FOR FI	LING OFFICE U	SE ONLY
1a. ORGANIZATION'S NAME	ov my overest and ordered or overmine fraction			
WRIGHTWOOD III, L.L.C.	IFIRST NAME	IMIDDLE NAME		SUFFIX
TID. INDIVIDUAL'S LAST NAME	FINOI NAME	IVIIDUCE NAME	•	GOFFIA
MAILING ADDRESS	CITY	STATE PO	STAL CODE	COUNTRY
24 WEST TOUHY AVENUE	PARK RIDGE	1 1	068	USA
TAX ID #: SSN OR EIN   ADD'L INFO RE   1e. TYPE OF ORG. NIZATION   ORGANIZATION   ORGANIZATION	1f, JURISDICTION OF ORGANIZATION	1 *	TIONAL ID #, if any	
5-4482736 DEBTOR LLC	LILLINOIS	00512451		N
ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only	de Itor name (2a or 2b) - do not abbreviate or o	combine names		<u> </u>
	' ()			
2b. INDIVIDUAL'S LAST NAME	FIRST IANG	MIDDLE NAM	<u> </u>	SUFFIX
		AT ATT I DO	DTIL GOOF	OO! WYD!
MAILING ADDRESS	CITY	STATE PO	STAL CODE	COUNTRY
TAX ID #: SSN OR EIN ADD'L INFO RE   2e. TYPE OF ORGANIZATION	2f, JURISDICTION OF OR A ZATION	2g. ORGANIZ	ATIONAL ID#, if any	<u> </u>
ORGANIZATION DEBTOR				ΠN
SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNO	R S/P) - insert only one secured party name (s	a or 3b)		- W - W - W - W - W - W - W - W - W - W
3a. ORGANIZATION'S NAME				
WACHOVIA BANK, NATIONAL ASSOCIATION	FIRST NAME	IMIDDLE NAM	Ë	SUFFIX
St. Harviooria and in the				
MAILING ADDRESS	CITY	STATE PO	TAL CODE	COUNTRY
01 SOUTH TRYON STREET, PMB 35-123	CHARLOTTE	NC 2	902	USA
This FINANCING STATEMENT covers the following collateral:  SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO	O AND INCORPORATED HERE	IN BY REFERENC	CE.	
FILE WITH COOK COUNTY CLERK				
FILE WITH COOK COUNTY CLERK				

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#### **EXHIBIT A**

Legal Description

Permanent Real Estate Tax Identification Numbers: 14 28 318 058 0000.

That certain real property located in the City of Chicago, County of Cook, State of Illinois, having a street address of 451 W. Wrightwood Avenue, Chicago, Illinois, more particularly addr. flows:
Operation of County Clerk's Office described as follows:

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#### **EXHIBIT A**

#### **Legal Description:**

LOT 42 AND LOT 43 (EXCEPT THE EAST 17 FEET OF SAID LOT 43 ONLY THEREOF) IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUT LOT "A" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP (A) N DRTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO THAT PART OF THE EASTERLY 17 FEET OF LOT 43 IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BY DO'S 1 AND 2 OF OUT LOT "A" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EASTERLY 17 FEET OF SAID LOT 43; THENCE NORTHERLY ALONG THE WESTER, Y 'J'\*\* OF THE EASTERLY 17 FEET OF SAID LOT 43, A DISTANCE OF 23 FEET; THENCE EASTERLY PARALLAL TO THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.68 FEET; THENCE SOUTHERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 43 V/H) CH IS 15.37 FEET WESTERLY OF THE SOUTHEAST

ON THE SOUTHERLY LINE OF SAID LOT 43 VALICH IS 15.37 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTERLY (LONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.63 FEET TO THE POINT OF BEGINN, NG, IN COOK COUNTY, ILLINOIS.

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451 West Wrightwood Avenue
LOAN NO. 50-2794704

#### **EXHIBIT B TO UCC-1**

All right, title and interest of Debtor in and to:

- (a) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the premises described in Exhibit A annexed hereto and made a part hereof (the "Premises") (the "Improvements");
- all furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Premises or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);
- all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or pereafter acquired by Debtor;
- (d) all water, ditches, wells, reservoirs and drains and all vater, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Premises or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;
- (e) all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Premises;
- (f) all cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by the Secured Party pursuant to the Mortgage (as hereinafter defined) or any other of the Loan Documents (as defined in the Mortgage), including, without limitation, all funds now or hereafter on deposit in the Impound Account, the Payment Reserve, the Replacement Reserve and the Repair and Remediation Reserve (each as defined in the Mortgage);
- (g) all leases, licenses, concessions and occupancy agreements of the Land or the Improvements, whether written or oral, now or hereafter entered into and all rents, royalties, issues, profits, bonus money, revenue, income, rights and other benefits (collectively, the "Rents"

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and Profits") of the Premises or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future lease (including, without limitation, oil, gas and mineral leases), license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject, however, to the provisions contained in Section 1.11 of the Mortgage:

- (h) all contracts and agreements now or hereafter entered into covering any part of the Premises or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof. locluding, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Premises or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Premises or the Improvements;
- (i) all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Premises or the Improvements;
- documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols new or hereafter used in connection with any part of the Premises or the Improvements, all names by which the Premises or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Premises or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Premises or the Improvements (collectively, the "General Intangibles");
- (k) all water taps, sewer taps, certificates of occupancy, permits, licensed franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Premises or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Premises or the Improvements;
- (l) all building materials, supplies and equipment now or hereafter placed on the Premises or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Premises or the Improvements;
- (m) all right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Premises, including any unearned premiums thereon;

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- (n) all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and
- (o) all other or greater rights and interests of every nature in the Premises or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

All of the foregoing items (a) through (o), together with all of the right, title and interest of Debtor therein, are collectively referred to as the "Collateral".

This UCC-1 Financing Statement is filed in connection with that certain Mortgage and Security Agreement of even date (the "Mortgage") covering the fee estate of Debtor in the Premises and internel to be duly recorded in the county in which the Premises is located.