



Doc#: 0415442225  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 06/02/2004 11:53 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Thompson & Knight L.L.P.  
1700 Pacific Avenue, Suite 3300  
Dallas, Texas 75201  
Attention: Jeanne M. Burton

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

209585 MAR 4074

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  
Inland Park Center Plaza, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS  
2901 Butterfield Road  
CITY: Oak Brook  
STATE: IL POSTAL CODE: 60523 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 DE-  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  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR &/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
Principal Life Insurance Company

OR

3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS  
801 Grand Avenue  
CITY: Des Moines  
STATE: IA POSTAL CODE: 50392-1450 COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:  
The collateral described on Exhibit B attached hereto and made a part hereof and located on the land described in Exhibit A attached hereto and made a part hereof.

Box 400-CTCC

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) (for recording) in the REAL ESTATE RECORDS. Attach Addendum. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) (optional). All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
T&K No. 1719822 - Loan No. 753920

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## EXHIBIT A

Legal Description

Loan No. 753920  
(Park Center)

Property Address: 16024 S. Harlem Avenue, Tinley Park, Illinois

Tax Parcel No.: 27-24-20-009-0000, 27-24-201-010-0000

All of the following property located in Cook County, Illinois:

PARCEL 1:

THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

**EXCEPT THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24, WITH THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24, A DISTANCE OF 1223.50 FEET TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24 TO A POINT DISTANT 70.00 FEET WEST, MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24, A DISTANCE OF 1173.78 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 89 DEGREES, 41 MINUTES AND A RADIUS OF 50 FEET, A DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY, DISTANT 10 FEET SOUTH, AS MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF 159<sup>TH</sup> STREET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF 159<sup>TH</sup> STREET, A DISTANCE OF 314.28 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT, A DISTANCE OF 207.24 FEET TO A POINT ON SAID SOUTHERLY LINE OF 159<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF 159<sup>TH</sup> STREET, A DISTANCE OF 641 FEET TO THE POINT OF BEGINNING,

**AND ALSO EXCEPTING THEREFROM:**

THE WEST 410 FEET LYING SOUTH OF THE SOUTH LINE OF 159<sup>TH</sup> STREET, AS DEDICATED BY DOCUMENT 10909313 OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST

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¼ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 30.00 FEET OF THE NORTH 435.01 FEET THEREOF).

**ALSO EXCEPTING THE FOLLOWING DESCRIBED PORTION:**

THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 109.80 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313, WITH THE EAST LINE OF SECTION 24; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313, 89.65 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313, A DISTANCE OF 265.24 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 39 MINUTES, 26 SECONDS, MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 239.81 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 112.00 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, 46.09 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 173.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE, A DISTANCE OF 244.50 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES, 46 MINUTES, 6 SECONDS, A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**ALSO EXCEPT THAT PART OF THE LAND DEDICATED BY PLAT OF DEDICATION RECORDED DECEMBER 2, 1988 AS DOCUMENT 88555753 FOR 159<sup>TH</sup> STREET AND THAT PART OF LAND DEDICATED BY PLAT OF DEDICATION RECORDED DECEMBER 2, 1988 AS DOCUMENT 88555754 FOR PUBLIC STREET ALL IN COOK COUNTY, ILLINOIS.**

**PARCEL 2:**

EASEMENT ESTATE APPURTENANT TO PARCEL 1 CREATED IN DECLARATION OF EASEMENTS AND RESTRICTIONS DATED AUGUST 7, 1987, RECORDED AS DOCUMENT 8746464, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK

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COUNTY, ILLINOIS, AS AMENDED BY (A) FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS DATED MARCH 21, 1989, RECORDED AS DOCUMENT 89127008, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, (B) AMENDMENT TO DECLARATION OF RESTRICTIONS DATED JULY 1, 1998, RECORDED AS DOCUMENT NO. 98618348, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AND (C) SECOND AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AND SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS DATED DECEMBER 4, 1998, RECORDED AS DOCUMENT NO. 08114248, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS COVERING AND AFFECTING THE REAL PROPERTY MORE PARTICULARLY DESCRIBED THEREIN.

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## EXHIBIT B

ALL OF DEBTOR'S INTEREST AS LESSOR IN AND TO ALL LEASES OF THE SAID PREMISES, AS MORE FULLY DESCRIBED IN EXHIBIT A OF THIS FINANCING STATEMENT, OR ANY PART THEREOF, HERETOFORE OR HEREAFTER MADE AND ENTERED INTO BY DEBTOR, AND ALL RENTS, ISSUES, PROCEEDS AND PROFITS ACCRUING OR TO ACCRUE FROM THE PREMISES (WHICH ARE PLEDGED PRIMARILY AND ON A PARITY WITH THE REAL ESTATE AND NOT SECONDARILY).

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF DEBTOR IN ANY AND ALL BUILDINGS AND IMPROVEMENTS OF EVERY KIND AND DESCRIPTION NOW OR HEREAFTER ERECTED OR PLACED ON THE SAID REAL ESTATE AND ALL MATERIALS INTENDED FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION AND REPAIRS OF SUCH BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER ERECTED THEREON, ALL OF WHICH MATERIALS SHALL BE DEEMED TO BE INCLUDED WITHIN THE PREMISES IMMEDIATELY UPON THE DELIVERY THEREOF TO THE PREMISES, AND ALL FIXTURES NOW OR HEREAFTER OWNED BY DEBTOR AND ATTACHED TO OR CONTAINED IN AND USED IN CONNECTION WITH THE PREMISES INCLUDING, BUT NOT LIMITED TO, MACHINERY, MOTORS, ELEVATORS, FITTINGS, RADIATORS, AWNINGS, SHADES, SCREENS, AND ALL PLUMBING, HEATING, LIGHTING, VENTILATING, REFRIGERATING, INCINERATING, AIR CONDITIONING AND SPRINKLER EQUIPMENT AND FIXTURES AND APPURTENANCES THERETO; AND ALL ITEMS OF FURNITURE, FURNISHINGS, EQUIPMENT AND PERSONAL PROPERTY OWNED BY DEBTOR USED OR USEFUL IN THE OPERATION OF THE PREMISES; AND ALL RENEWALS OR REPLACEMENTS THEREOF OR ARTICLES IN SUBSTITUTION THEREFORE, WHETHER OR NOT THE SAME ARE OR SHALL BE ATTACHED TO SAID BUILDINGS OR IMPROVEMENTS IN ANY MANNER; IT BEING MUTUALLY AGREED, INTENDED AND DECLARED THAT ALL THE AFORESAID PROPERTY OWNED BY DEBTOR AND PLACED BY IT ON THE REAL ESTATE OR USED IN CONNECTION WITH THE OPERATION OR MAINTENANCE OF THE PREMISES SHALL, SO FAR AS PERMITTED BY LAW, BE DEEMED TO FORM A PART AND PARCEL OF THE REAL ESTATE AND AS TO ANY OF THE PROPERTY AFORESAID WHICH DOES NOT FORM A PART AND PARCEL OF THE REAL ESTATE AND DOES NOT CONSTITUTE A "FIXTURE" AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE, SAID PROPERTY IS HEREBY DEEMED TO BE THE SECURITY OF THIS SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE FOR THE PURPOSE OF CREATING HEREBY A SECURITY INTEREST IN SUCH PROPERTY WHICH DEBTOR HEREBY GRANTS TO THE SECURED PARTY.

THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN IS A MORTGAGE AND SECURITY AGREEMENT OF EVEN DATE HEREWITH FROM, BY AND BETWEEN DEBTOR AND SECURED PARTY, AS SECURITY

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FOR THE REPAYMENT OF THE INDEBTEDNESS THEREIN DESCRIBED AS ASSUMED BY THE DEBTOR. THE SECURED PARTY OR ITS ASSIGNEE SHALL HAVE, IN ADDITION TO ALL THE RIGHTS AND REMEDIES GRANTED IN SUCH INSTRUMENTS, ALL OF THE RIGHTS AND REMEDIES PROVIDED UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE OF ILLINOIS. ALL OF SAID RIGHTS ARE CUMULATIVE AND MAY BE EXERCISED EITHER CONCURRENTLY OR INDEPENDENTLY AND IN SUCH ORDER AS THE SECURED PARTY OR ITS ASSIGNEE MAY DETERMINE.

DEBTOR SHALL HAVE THE RIGHT TO SUBSTITUTE ARTICLES OF EQUAL OR GREATER VALUE FOR ANY OF THOSE COVERED HEREBY, PROVIDED SUCH REPLACEMENTS ARE FREE OF ANY OUTSTANDING OWNERSHIP INTEREST, FINANCING STATEMENT OR OTHER ENCUMBRANCE.

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