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Doc#: 0415922121

Eugene "Gene" Moore Fee: \$32.50

Cook County Recorder of Deeds

Date: 06/07/2004 02:19 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Adrian Thompson (800) 621-3216 (phone) (800) 914-4240 (fax)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT CORPORATION
17 SOUTH HIGH STREET, 11th FLOOR
COLUMBUS, OHIO 432151213-1229 WEST DIVERSEY AVENUE
LOAN NO. 50-2806613

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 DIVERSEY II, L.L.C.		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 1b. INDIVIDUAL'S LAST NAME		CITY PARK RIDGE		STATE IL	POSTAL CODE 60068	COUNTRY USA	
1c. MAILING ADDRESS 324 WEST TOUHY AVENUE		1f. JURISDICTION OF ORGANIZATION ILLINOIS		1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE			
1d. TAX ID #: SSN OR EIN 20-0788537	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORG. NIZATION LLC					

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		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 2b. INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE	COUNTRY	
2c. MAILING ADDRESS		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE			
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION					

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 WACHOVIA BANK, NATIONAL ASSOCIATION		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 3b. INDIVIDUAL'S LAST NAME		CITY CHARLOTTE		STATE NC	POSTAL CODE 27282	COUNTRY USA	
3c. MAILING ADDRESS 301 SOUTH TRYON STREET, PMB 35-123							

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

FILE WITH COOK COUNTY CLERK

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" 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) (if applicable) (ADDITIONAL FEE)		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

AT-611308300-3

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M/K
d/s

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EXHIBIT A

Legal Description:

LOTS 1, 2, 3, AND 4 IN F. H. DOLAND'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF BLOCK 8 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 1213-29 West Diversey Avenue, Chicago, Illinois

Tax No.: 14-29-306-001 Vol. No.: 489

Property of Cook County Clerk's Office

UNOFFICIAL COPY1213-1229 West Diversey Avenue
LOAN NO. 50-2806613**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");
- (b) 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);
- (c) 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 hereafter acquired by Debtor;
- (d) all water, ditches, wells, reservoirs and drains and all water, 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, including, 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;

(j) all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now 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, licenses, 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 intended to be duly recorded in the county in which the Premises is located.