

UNOFFICIAL COPY



0430045149

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0430045149

Eugene "Gene" Moore Fee: \$32.00

Cook County Recorder of Deeds

Date: 10/28/2004 12:00 PM Pg: 1 of 5

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

8980619-2

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
VIP III, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
970 N. OAKLAWN AVENUE

CITY
ELMHURST

STATE
IL

POSTAL CODE
60126

COUNTRY
USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
LLC

1f. JURISDICTION OF ORGANIZATION
IL

1g. ORGANIZATIONAL ID #, if any
0037465-2

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

CITY

STATE

POSTAL CODE

COUNTRY

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 S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JACKSON NATIONAL LIFE INSURANCE COMPANY, C/O PPM FINANCE, INC.

OR

3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
225 W. WACKER DR., SUITE 1200

CITY
CHICAGO

STATE
IL

POSTAL CODE
60606

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBITS A AND B ATTACHED HERETO AND MADE A PART HEREOF.

BOX 314

5. ALTERNATIVE DESIGNATION (if applicable):

LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB 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)

8. OPTIONAL FILER REFERENCE DATA: MCH 07928.02900

All Debtors Debtor 1 Debtor 2

IL-Cook County

4P

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 VIP III, L.L.C.

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:

SEE EXHIBIT B ATTACHED HERETO.

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

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

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

UNOFFICIAL COPY

EXHIBIT A

COLLATERAL

- i) all buildings, structures and improvements ("Improvements") now located or later to be constructed on the Land described in Exhibit B ("Land");
- ii) all existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements;
- iii) all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases;
- iv) all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery owned by Debtor now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment;
- v) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements;
- vi) all of Debtor's interest in and to the loan funds, whether disbursed or not, the Escrow Accounts (as defined in Section 3.1 of the Loan Agreement executed by Debtor in connection herewith) and any of Debtor's funds now or later to be held by or on behalf of Secured Party;
- vii) all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally;
- viii) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for

UNOFFICIAL COPY

any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

ix) all books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory;

x) (i) all other agreements heretofore or hereafter entered into relating to the construction, ownership, operation, management, leasing or use of the Land or Improvements; (ii) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in above; (iii) any and all guarantees, warranties and other undertakings (including payment and performance bonds) heretofore or hereafter entered into or delivered with respect to any of the items described in clauses above; (v) all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Land or Improvements; and (v) all building permits, governmental permits, licenses, variances, conditional or special use permits, and other authorizations now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Land or Improvements, to the fullest extent that the same or any interest therein may be legally assigned by Debtor; and

xi) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1: THE WEST 412 FEET OF THE NORTH 200 FEET OF THE SOUTH 250 FEET OF LOT 9 IN THE 95TH AND TRI-STATE INDUSTRIAL DEVELOPMENT, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 50.00 FEET OF LOT 9 AND LOT 10 (EXCEPT THE SOUTH 250.00 FEET THEREOF) ALL IN 95TH AND TRI-STATE INDUSTRIAL DEVELOPMENT, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT DATED AUGUST 1, 1974 AND RECORDED OCTOBER 10, 1974 AS DOCUMENT 22873648 OVER A COMMON DRIVEWAY ON THE NORTH 25 FEET OF THE SOUTH 50.0 FEET OF LOT 9 IN 95TH AND TRI-STATE INDUSTRIAL DEVELOPMENT, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 2 AS CREATED BY GRANT DATED AUGUST 1, 1974 AND RECORDED OCTOBER 10, 1974 AS DOCUMENT 22873648 OVER A COMMON DRIVEWAY ON THE SOUTH 25 FEET OF THE NORTH 200 FEET OF THE SOUTH 250 FEET OF LOT 9 IN 95TH AND TRI-STATE INDUSTRIAL DEVELOPMENT, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOT 2 IN SCHAAF'S INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: EASEMENT FOR INGRESS AND EGRESS AS CREATED BY COMMON DRIVEWAY EASEMENT DATED OCTOBER 27, 2003 AND RECORDED NOVEMBER 3, 2003 AS DOCUMENT 0330732087.

P.I.N.s: 23-12-401-019-0000 (Parcel 1)
23-12-401-008-0000 (Parcel 2)
23-12-401-029-0000 (Parcel 5)

Commonly known as: 9925 S. 76th Avenue/7540-55 99th Place, Bridgeview, Illinois
9935 S. 76th Avenue/7533-61 99th Place, Bridgeview, Illinois
7501-25 99th Place, Bridgeview, Illinois
10004 S. 76th Avenue, Bridgeview, Illinois