

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Michael Moriarty
 Roche Reynolds
 20 W Well St Suite 1000
 Indianapolis In 46244-0961



Doc#: 0431502281
 Eugene "Gene" Moore Fee: \$40.00
 Cook County Recorder of Deeds
 Date: 11/10/2004 12:28 PM Pg: 1 of 9

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

82 38 486 0004 3000

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
 OR MILLBROOK GLENVIEW LLC

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 485 HALF DAY ROAD, SUITE 220 BUFFALO GROVE IL 60089 USA

1d. ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 01175785 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 FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. 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
 OR AMERICAN ENTERPRISE LIFE INSURANCE COMPANY

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 25540 AXP FINANCIAL CENTER MINNEAPOLIS MN 55474 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "B" ATTACHED FOR DESCRIPTION OF THE COLLATERAL.

Box 400-CTCC

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAIOLR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on [ADDITIONAL FEE] (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

COOK COUNTY RECORDER

LOAN NO. 699-000460

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

MILLBROOK GLENVIEW LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME,
SUFFIX**10. MISCELLANEOUS:****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

11d. TAX ID #: SSN OR EINADD'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)**

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 "A" ATTACHED FOR
DESCRIPTION OF THE 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):

DEBTOR IS RECORD OWNER

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 Estate18. 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

DEBTOR: MILLBROOK GLENVIEW LLC

EXHIBIT "A"
to
UCC Financing Statement

Legal Description:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 2 IN MORELLI'S RESUBDIVISION OF LOTS 1, 2 AND 3 OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENTS IN FAVOR OF PARCEL 1, AFORESAID AS CREATED BY RECIPROCAL GRANT OF EASEMENTS DATED JULY 31, 1989 AND RECORDED AUGUST 4, 1989 AS DOCUMENT 89358281 FOR INGRESS AND EGRESS FROM AND TO LAKE AVENUE OVER SO MUCH OF LOT 1 IN SAID MORELLI'S SUBDIVISION AS IS PRESENTLY OR SUBSEQUENTLY IMPROVED AS PART OF A DRIVEWAY AND LANES BETWEEN MARKED PARKING SPACES FOR USE OF VEHICULAR TRAFFIC USED IN CONNECTION WITH SAID PARCEL 1, AND OVER THOSE PORTIONS OF LOT 1 IN SAID SUBDIVISION FOR THE USE OF MARKED PARKING SPACES.

PARCEL 3:

NON-EXCLUSIVE 30 FOOT EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DOCUMENT RECORDED NOVEMBER 24, 1972 AS DOCUMENT 22130370 FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND UPON THE PREMISES AS SET FORTH IN EXHIBIT ATTACHED THERETO.

PARCEL 4:

GRANT OF EASEMENT DATED JANUARY 18, 1955 AND RECORDED JUNE 6, 1955 AS DOCUMENT 16257954 AND RE-RECORDED JUNE 9, 1955 AS DOCUMENT 16262263 AS DEPICTED ON THAT CERTAIN SURVEY PREPARED BY CERTIFIED SURVEY, INC. DATED AUGUST 16, 2004 AND KNOWN AS ORDER NO. 742037-C TO THE COMMONWEALTH EDISON COMPANY OF THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN, RELOCATE, RENEW AND REMOVE A POLE LINE CONSISTING OF POLES, ANCHORS, GUYS, WIRES, CABLE POLES AND OTHER NECESSARY ELECTRICAL FACILITIES WITH RIGHT OF ACCESS TO SAME FOR MAINTENANCE THEREOF SAID EASEMENT IS IN, UPON, UNDER AND ALONG THE WEST 6.00 FEET OF LOTS 1 AND 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 38, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

UNOFFICIAL COPY**DEBTOR: MILLBROOK GLENVIEW LLC**

BEGINNING AT A POINT ON A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4 345.26 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWEST RAILWAY COMPANY 597.72 FEET (AS MEASURED ALONG THE NORTHWESTERLY LINE OF RAILROAD RIGHT OF WAY) NORTHWESTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4, WHICH POINT IS 693.00 FEET (AS MEASURED ALONG SAID STRAIGHT LINE) SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTHWESTERLY TO A POINT 483.00 FEET SOUTH AND 138.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 (MEASURED SOUTH ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 AND EAST AT RIGHT ANGLES THERETO); THENCE NORTHWESTERLY TO A POINT IN THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 380.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH IN SAID WEST LINE TO A POINT 77.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHEASTERLY TO A POINT 50.00 FEET EAST AND 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST CORNER; THENCE NORTH 33.00 FEET; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 TO A POINT 345.26 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 693.00 FEET TO THE POINT OF BEGINNING (EXCEPT NORTH 33.00 FEET OF THE ABOVE DESCRIBED PARCEL) IN COOK COUNTY, ILLINOIS.

(AFFECTS WEST 6.00 FEET OF LOTS 1 AND 2)

PARCEL 5:

GAS MAIN EASEMENT DATED MAY 29, 1973 AND RECORDED JUNE 22, 1973 AS DOCUMENT 22371232 AS DEPICTED ON THAT CERTAIN SURVEY PREPARED BY CERTIFIED SURVEY, INC. DATED AUGUST 16, 2004 AND KNOWN AS ORDER NO. 742027-0 MADE BY REMO MORELLI AS TRUSTEE FOR FIRST NATIONAL BANK TRUST 3343 TO NORTHERN ILLINOIS GAS COMPANY ITS SUCCESSORS AND ASSIGNS A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE PURPOSE OF LAYING, MAINTAINING, RENEWING, REPLACING, AND REMOVING GAS MAINS AND ANY NECESSARY GAS FACILITIES AND APPURTENANCES THERETO TOGETHER WITH RIGHT OF ACCESS THERETO FOR SAID PURPOSES IN, UPON, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 10.00 FEET OF THE WEST 90.00 FEET OF THE NORTH 342.00 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID SOUTHWEST 1/4 77.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 48 DEGREES 48 MINUTES 50 SECONDS EAST FROM SAID WEST LINE 40.77 FEET TO A POINT OF INTERSECTION WITH A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 42 MINUTES 50 SECONDS EAST IN SAID LINE 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST 1/4 THENCE 89 DEGREES 42 MINUTES 50 SECONDS EAST IN SAID PARALLEL LINE NORTH 42.00 FEET; THENCE SOUTH 6 DEGREES 20 MINUTES 20 SECONDS WEST 469.95 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 120.00 FEET, THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 110.0 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF EAST LAKE AVENUE; THENCE NORTH 44 DEGREES 26 MINUTES 30 SECONDS WEST IN SAID NORTHEASTERLY RIGHT OF WAY LINE 296.004 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 48 SECONDS WEST IN SAID NORTHEASTERLY RIGHT OF WAY 172.20 FEET TO A POINT OF

UNOFFICIAL COPY

DEBTOR: MILLBROOK GLENVIEW LLC

INTERSECTION WITH THE WEST LINE OF SAID SOUTHWEST 1/4 THENCE NORTH IN SAID WEST LINE 303.00 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT FOR PUBLIC UTILITIES AS SHOWN ON PLAT OF MORELLI SUBDIVISION RECORDED AS DOCUMENT 22130870 AS DEPICTED ON THAT CERTAIN SURVEY PREPARED BY CERTIFIED SURVEY, INC. DATED AUGUST 16, 2004 AND KNOWN AS ORDER NO. 742037-C OVER A 10-FOOT STRIP OF LAND IN THE EAST 1/2 OF LOT 2 AND A 10-FOOT STRIP OF LAND IN EAST 1/2 OF LOT 1.

PARCEL 7:

GRANT OF EASEMENT TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY THEIR SUCCESSORS AND ASSIGNS AS SHOWN ON SAID PLAT OF SUBDIVISION RECORDED AS DOCUMENT 22130870 AS DEPICTED ON THAT CERTAIN SURVEY PREPARED BY CERTIFIED SURVEY, INC. DATED AUGUST 16, 2004 AND KNOWN AS ORDER NO. 742037-C AS SHOWN ON PLAT OF MORELLI RESUBDIVISION RECORDED AS DOCUMENT 22828839 TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRIC AND SOUNDS AND SIGNALS IN OVER, UNDER, ACROSS ALONG AND UPON THE PLAT AND MARKED EASEMENT AND TO INSTALL REQUIRED SERVICE CONNECTION OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON THE RIGHT TO OVERHANG ALL LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS THE RIGHT TO TRIM, OR REMOVE TREES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS THEREIN GIVEN AND THE RIGHT TO ENTER UPON SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES; OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED EASEMENT WITHOUT SUCH FACILITIES THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH PROPER OPERATION AND MAINTENANCE THEREOF.

PARCEL 8:

10 FOOT EASEMENT FOR SEWER PURPOSES AS SHOWN ON PLAT OF MORELLI'S RESUBDIVISION RECORDED AS DOCUMENT 22828839 AND 22130870 AS DEPICTED ON THAT CERTAIN SURVEY PREPARED BY CERTIFIED SURVEY, INC. DATED AUGUST 16, 2004 AND KNOWN AS ORDER NO. 742037-C THE NORTH LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 183.0 FEET; THENCE SOUTH A DISTANCE OF 19.58 FEET; THENCE EAST ALONG A LINE, WHICH IS 19.58 FEET SOUTH OF THE NORTH LINE OF LOT 2 TO THE EAST LINE OF SAID LOT 2.

PARCEL 9:

SEWER EASEMENT AS CREATED BY COVENANTS AND RESTRICTIONS CONTAINED IN AGREEMENT MADE BY AND BETWEEN THE MANUFACTURERS LIFE INSURANCE COMPANY A CORPORATION OF ONTARIO CANADA AND FIRST NATIONAL BANK OF LAKE FOREST A CORPORATION OF UNITED STATES OF AMERICA AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 24, 1973 AND KNOWN AS TRUST NUMBER 4043 GRANTING TO THE GRANTEE THE RIGHT TO TAP INTO OR CONNECT INTO EXISTING SEWER LINE TO SERVE ANY IMPROVEMENTS ON LOT 3

UNOFFICIAL COPY**DEBTOR: MILLBROOK GLENVIEW LLC**

AND THAT BOTH PARTIES WILL PERFORM THE NECESSARY MAINTENANCE, REPAIR AND REPLACEMENT OF THAT PORTION OF THE SEWER LINE WHICH IS OR SHALL BE LOCATED ON ITS RESPECTIVE LAND AND THAT IT WILL NOT DO OR ALLOW TO BE DONE ANYTHING OR ACT WHICH WILL INTERFERE WITH THE SEWER SERVICE PROVIDED OR TO BE PROVIDED FOR THE BUILDINGS OR OTHER IMPROVEMENTS ON THE OTHERS LAND SAID AGREEMENT RECORDED JANUARY 14, 1975 AS DOCUMENT 22961756.

PARCEL 10:

SEWER EASEMENT AS CREATED BY AGREEMENT RECORDED JANUARY 14, 1975 AS DOCUMENT 22961756 MADE BY AND BETWEEN THE MANUFACTURERS LIFE INSURANCE COMPANY, AA CORPORATION OF ONTARIO CANADA AND FIRST NATIONAL BANK OF LAKE FOREST AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 24, 1973 KNOWN AS TRUST NUMBER 4043 RELATING TO SEWER SERVICE TO SAID LOTS 1 2 AND 3 OF MORELLI'S RESUBDIVISION AND CONSTRUCTION OF SEWER LINES BENEATH THE SURFACE OF SAID LOTS WITHIN THE SEWER EASEMENT AS INDICATED ON THE PLAT OF SAID MORELLI'S RESUBDIVISION RECORDED AUGUST 27 1974 AS DOCUMENT 22828839 AND MAINTENANCE, REPAIR AND REPLACEMENT THEREOF AND THE CONDITIONS THEREIN CONTAINED.

PARCEL 11:

POSSIBLE EASEMENT FOR POSSIBLE RIGHTS OF WAY FOR THE DETENTION POND, DRAINAGE DITCHES AND TILES AS DISCLOSED BY DETENTION POND AND DITCH ALONG THE SOUTHERLY LINE OF THE LAND AS DEPICTED ON THAT CERTAIN SURVEY PREPARED BY CERTIFIED SURVEY, INC. DATED AUGUST 16, 2004 AND KNOWN AS ORDER NO. 742037-C.

04 28300028
3703 W Lakes St
Kenmore Ill
Clerk's Office

UNOFFICIAL COPY

DEBTOR: MILLBROOK GLENVIEW LLC

EXHIBIT "B"

to

UCC Financing Statement

REAL PROPERTY

All the tracts or parcels of real property lying and being in the County of Cook, State of Illinois, all as more fully described in Exhibit "A" attached hereto and made a part hereof, together with all the estates and rights in and to the real property, water, mineral or oil rights and in and to lands lying in streets, alleys and roads or gores of land adjoining the real property and all buildings, structures, improvements, fixtures and annexations, access rights, easements, rights of way or use, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the real property and all proceeds and products derived therefrom whether now owned or hereafter acquired

IMPROVEMENTS, FIXTURES, EQUIPMENT

PERSONAL PROPERTY

All buildings, equipment (including Debtor's interest in any lease of such equipment), fixtures, improvements, building supplies and materials and personal property now or hereafter attached to, located in, placed in or necessary to the use, operation or maintenance of the improvements on the Premises (as hereafter defined) including, but without being limited to, all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection, as well as all elevators, escalators, overhead cranes, hoists and assists, and the like, and all furnishings, supplies, draperies, maintenance and repair equipment, window and structural cleaning rigs and equipment, floor coverings, appliances, screens, storm windows, blinds, awnings, shrubbery and plants (it being understood that the enumeration of specific articles of property shall in no way be held to exclude items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Debtor in any such items hereafter acquired, and all personal property which by the terms of any lease shall become the property of Debtor at the termination of such lease, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Premises, but excluding therefrom any property owned by tenants in the Premises.

RENTS, LEASES AND PROFITS

All rents, issues, income, revenue, receipts, fees, and profits now due or which may hereafter become due under or by virtue of and together with all right, title and interest of Debtor in and to any lease, license, sublease, contract or other kind of occupancy agreement, whether written or verbal, for the use or occupancy of the Premises or any part thereof together with all security

UNOFFICIAL COPY

DEBTOR: MILLBROOK GLENVIEW LLC

therefor and all monies payable thereunder, including, without limitation, the leases for the property more fully described in Exhibit "A" hereto and made a part hereof, and all renewals, replacements, modifications and amendments thereto, including any new leases entered into hereafter, and tenant security deposits, and all books and records which contain information pertaining to payments made thereunder and security therefor, subject, however, to the conditional permission herein given to Debtor to collect the rents, income and other normal income benefits arising under any agreements. Secured Party shall have the right, not as a limitation or condition hereof but as a personal covenant available only to Secured Party, at any time and from time to time, to notify any lessee of the rights of Secured Party hereunder.

Together with all right, title and interest of Debtor in and to any and all contracts for sale and purchase of all or any part of the property described herein, and any down payments, earnest money deposits or other sums paid or deposited in connection therewith.

JUDGMENTS, CONDEMNATION AWARDS, INSURANCE PROCEEDS, AND OTHER RIGHTS

All awards, compensation or settlement proceeds made by any governmental or other lawful authorities for the threatened or actual taking or damaging by eminent domain of the whole or any part of the Premises, including any awards for a temporary taking, change of grade of streets or taking of access, together with all insurance proceeds resulting from a casualty to any portion of the Premises; all rights and interests of Debtor against others, including adjoining property owners, arising out of damage to the property including damage due to environmental injury or release of hazardous substances, except as otherwise provided in the Mortgage and Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents from Debtor to Secured Party of contemporaneous date herewith.

LICENSES, PERMITS, EQUIPMENT LEASES AND SERVICE AGREEMENTS

All right, title and interest of Debtor in and to any licenses, permits, regulatory approvals, government authorizations, franchise agreements and equipment or chattel leases, service contracts or agreements, tradenames, general intangibles, any and all other intangibles and all proceeds therefrom, arising from, issued in connection with or in any way related to the use, occupancy, operation, maintenance or security of the Premises, together with all replacements, additions, substitutions and renewals thereof, which may be assigned pursuant to agreement or law.

PROCEEDS

All sale proceeds, refinancing proceeds or other proceeds, including deposits and down payments derived from or relating to the property described in this Exhibit "B". The foregoing real property, improvements, fixtures, equipment, personal property, rents, leases and profits,

UNOFFICIAL COPY

DEBTOR: MILLBROOK GLENVIEW LLC

judgments, condemnation awards, insurance proceeds and other rights, licenses, permits, equipment leases, and service agreements, and proceeds are collectively referred to as the "Premises".

613557_1

Property of Cook County Clerk's Office