

# UNOFFICIAL COPY

TICOR  
394223



## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0435714070  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 12/22/2004 08:26 AM Pg: 1 of 5

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**MAIL TO:**  
SCOTT & KRAUS, LLC  
150 SOUTH WACKER DRIVE, SUITE 2900  
CHICAGO, ILLINOIS 60606  
ATTENTION: DREW J. SCOTT, ESQ.

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

OR

1b. INDIVIDUAL'S LAST NAME: **HARMATA**      FIRST NAME: **JOZEF**      MIDDLE NAME:      SUFFIX:

1c. MAILING ADDRESS: **10210 SOUTH 86TH AVENUE**      CITY: **PALOS HILLS**      STATE: **IL**      POSTAL CODE: **60465**      COUNTRY: **USA**

1d. SEE INSTRUCTIONS      ADD'L INFO RE ORGANIZATION DEBTOR      1e. TYPE OF ORGANIZATION: **INDIVIDUAL**      1f. JURISDICTION OF ORGANIZATION: **ILLINOIS**      1g. ORGANIZATIONAL ID #, if any:  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. 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) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: **WESTBANK**

OR

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

3c. MAILING ADDRESS: **2225 SOUTH WOLF ROAD**      CITY: **HILLSIDE**      STATE: **IL**      POSTAL CODE: **60162**      COUNTRY: **USA**

### 4. This FINANCING STATEMENT covers the following collateral:

ALL ACCOUNTS, INVENTORY, GOODS, MACHINERY, EQUIPMENT, GENERAL INTANGIBLES, MONIES, DEPOSITS, DEPOSIT ACCOUNTS, ALL BOOKS, ALL RECORDS, ALL OTHER ASSETS OF THE DEBTOR, INCLUDING BOTH TANGIBLE AND INTANGIBLE PERSONAL PROPERTY, ALL ACCESSORIES, SUBSTITUTIONS, REPLACEMENTS AND PROCEEDS TO THE FOREGOING, AS IT RELATES TO THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]    7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]    All Debtors    Debtor 1    Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Box 15

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## EXHIBIT A

### Description of Collateral

DEBTOR: Jozef Harmata, an individual

SECURED PARTY: Westbank

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(1) All of Debtor's right, title and interest in and to the following personal property and fixtures now or hereafter owned by Debtor and located in or on the premises legally described on Exhibit B attached hereto and made a part hereof (the "Premises"):

(a) All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Premises and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever, now or hereafter attached to or contained in or used in connection with the Premises and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including, without limitation, all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the Premises and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner; and

(b) All right, title and interest of Debtor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil and water rights belonging or in any wise appertaining to the Premises and the buildings and improvements now or hereafter located hereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Debtor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent or for security) under any and all leases, and all credits, deposits, privileges, rights, options to renew, extend and any other options or rights of Debtor under all leases and renewals thereof or under any contracts or options for the sale of all or any part of said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all

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such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Debtor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Secured Party; and

(c) All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Premises or any part thereof or any building or other improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets; and

(d) All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Debtor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Premises or any part thereof; and

(e) Any and all additions and accessories to all of the foregoing and any and all products, proceeds, renewals, replacements and substitutions of all of the foregoing; and

(2) All of Debtor's right, title and interest in and to the following property now or hereafter owned by Debtor located in or on the Premises:

(a) All accounts, health-care insurance receivables, Receivables (as such term is hereinafter defined), causes of action, contract rights, general intangibles, goodwill, trademarks, trade names, copyrights, patent rights, chattel paper, instruments, documents, acceptances, notes, drafts, inventory, goods, securities, deposits, cash tax refunds, books, records, customer and supplier lists, ledgers, invoices, purchase and sales orders, data processing, computer records, computer and telecommunications systems, including software systems incidental thereto, insurance policies and certificates, guarantees, liens, and other personal property, and all proceeds, products, renewals, substitutions, replacements, additions and accessions thereto; and

(b) All monies, reserves, deposits, deposit accounts and interest or dividends thereon, securities, cash, and cash equivalents and other property now or at any time or times hereafter in the possession or under the control of Secured Party or its bailee; and

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(c) All machinery, equipment, apparatus, appliances, furniture, furnishings, fixtures and supplies, whether now owned or hereafter acquired; and all proceeds, products, renewals, substitutions, replacements, additions and accessions thereto; and

(d) Any and all goodwill, trademarks, trade names, option rights, books and records, and general intangibles of Debtor; and

(e) Any and all rights of Debtor under any contracts executed by Debtor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with any property; and

(f) Any and all additions and accessories to all of the foregoing and any and all proceeds, renewals, replacements and substitutions of all of the foregoing; and

(g) All other Collateral or property with respect to which Debtor has or may hereafter grant to Secured Party a lien or security interest; and

(h) Any and all additions and accessories to all of the foregoing and any and all proceeds, renewals, replacements and substitutions of all of the foregoing.

For purposes hereof, the term "Receivables" shall mean and include all of Debtor's present and future rights to payment for goods, merchandise or inventory sold or leased or for services rendered, including, without limitation, those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance, whether or not the same are listed on any schedules, reports or assignments furnished to Secured Party from time to time, or any letters of credit on which Debtor is named as beneficiary, contract rights, chattel paper, instruments, documents, insurance proceeds, and all such obligations whatsoever owing to Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any goods, merchandise or Inventory which any of the same may represent, all rights in any returned or repossessed goods, merchandise and Inventory, and all right, title, security and guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit, replevin and reclamation and all other rights and remedies of an unpaid vendor or lienor, and any liens held by Debtor as a mechanic, contractor, subcontractor, processor, materialman, machinist, manufacturer, artisan or otherwise.

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## EXHIBIT B

### Legal Description

DEBTOR: Jozef Harmata, an individual

SECURED PARTY: Westbank

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THE SOUTH 47 FEET OF THE NORTH 92 FEET OF LOT 1 IN SNOW AND DICKINSON'S SUBDIVISION OF LOT 3 IN CLEAVER AND TAYLOR'S SUBDIVISION OF THE NORTH ¼ OF THE SOUTH ½ OF THE EAST ½ OF THE SOUTHWEST ¼ AND THE NORTH ½ OF THE SOUTH ½ OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 4539 South King Drive  
Chicago, Illinois

Tax Identification Number: 20-03-415-003-0000

CLERK OF COOK COUNTY Clerk's Office