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Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 01/14/2005 01:54 PM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

BRYAN CAVE LLP
211 N. BROADWAY,
SUITE 3600
ST. LOUIS, MO 63102
ATTN: PATRICK F. HEIDER

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
LEVIN 3400 HOLDING, LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3400 DUNDEE ROAD, SUITE 310 NORTHBROOK IL 60062 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC DELAWARE 3881048 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/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
GMAC COMMERCIAL MORTGAGE BANK

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
200 WITMER ROAD HORSHAM PA 19044 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL EQUIPMENT, MACHINERY, FIXTURES (INCLUDING ALL HEATING, AIR CONDITIONING, PLUMBING, LIGHTING, COMMUNICATIONS AND ELEVATOR FIXTURES), FURNISHINGS, BUILDING SUPPLIES AND MATERIALS AND OTHER PERSONAL PROPERTY OF EVERY KIND AND NATURE WHATSOEVER OWNED BY DEBTOR (OR IN WHICH DEBTOR HAS OR HEREAFTER ACQUIRES AN INTEREST) AND NOW OR HEREAFTER LOCATED ON, APPURTENANT TO, OR USED OR USEABLE IN CONNECTION WITH THE REAL PROPERTY DESCRIBED ON EXHIBIT A HERETO ("PROPERTY"), INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, ESCROWS, CONTRACTS, CHATTEL PAPER, CLAIMS, DEPOSITS, BOOKS AND RECORDS, TRADE NAMES, GOODWILL, AND ALL OTHER GENERAL INTANGIBLES, TOGETHER WITH (i) ALL ACCESSORIES, REPLACEMENTS, BETTERMENTS AND SUBSTITUTIONS FOR ALL OR ANY OF THE FOREGOING AND (ii) ALL PROCEEDS OF THE FOREGOING, ALL AS DESCRIBED MORE PARTICULARLY ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

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 REAL ESTATE RECORDS. Attach Addendum 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

J. RABB DA 8247412

7
2

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UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME

OR

LEVIN 3400 HOLDING, LLC

19b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

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21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME

OR

RUDMAN FAMILY 3400 HOLDING, LLC

21b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

21c. MAILING ADDRESS

3400 DUNDEE ROAD, SUITE 310

CITY

NORTHBROOK

STATE

POSTAL CODE

IL

60062

COUNTRY

USA

21d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

21e. TYPE OF ORGANIZATION

LLC

21f. JURISDICTION OF ORGANIZATION

DELAWARE

21g. ORGANIZATIONAL ID #, if any

3881049

NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME

OR

LEVY 3400 HOLDING, LLC

22b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

22c. MAILING ADDRESS

3400 DUNDEE ROAD, SUITE 310

CITY

NORTHBROOK

STATE

POSTAL CODE

IL

60062

COUNTRY

USA

22d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

22e. TYPE OF ORGANIZATION

LLC

22f. JURISDICTION OF ORGANIZATION

DELAWARE

22g. ORGANIZATIONAL ID #, if any

3881146

NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME

OR

OLIVA 3400 HOLDING, LLC

23b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

23c. MAILING ADDRESS

3400 DUNDEE ROAD, SUITE 310

CITY

NORTHBROOK

STATE

POSTAL CODE

IL

60062

COUNTRY

USA

23d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

23e. TYPE OF ORGANIZATION

LLC

23f. JURISDICTION OF ORGANIZATION

DELAWARE

23g. ORGANIZATIONAL ID #, if any

3881058

NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - Insert only one name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

24c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - Insert only one name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

25c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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Exhibit A

Legal Description

PARCEL 1:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET OF THE WEST 16 FEET) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF, THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, AND 3, AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK, LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33602-09 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983 AND KNOWN AS TRUST NUMBER 60300, DATED JULY 9, 1984 AND RECORDED JULY 13, 1984 AS DOCUMENT 27171232, AND BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE ABOVEMENTIONED PARTIES, DATED SEPTEMBER 11, 1985 AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85320712 FOR INGRESS, EGRESS, DRIVEWAY AND OFF-STREET PARKING OVER PORTIONS OF THE FOLLOWING LEGAL DESCRIPTIONS:

PARCEL "A":

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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AND

PARCEL "B":

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH 1/2 OF THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 50
FEET THEREOF TAKEN IN CASE NO. 70L1934, BY THE COUNTY OF COOK), IN COOK
COUNTY, ILLINOIS.

Address: 3400 Dundee Rd., Northbrook, Illinois 60062

PIN. # 04-05-304-014-0000

04-05-304-019-0000

04-05-304-020-0000

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Exhibit B

Collateral to Financing Statement between GMAC Commercial Mortgage Corporation as secured party ("Secured Party") and Oliva 3400 Holding, LLC, Levin 3400 Holding, LLC, Levy 3400 Holding, LLC and Rudman Family 3400 Holding, LLC, collectively, as debtor ("Debtor")

This Financing Statement covers, and Debtor does hereby grant a security interest to Secured Party in, all of Debtor's right, title and interest in and to the following property, rights, interests and estates, now owned or hereafter acquired by Debtor, to the fullest extent that a security interest may now or hereafter be granted therein (collectively, "Collateral"):

(a) Development Rights. All estates and development rights now existing or hereafter acquired for use in connection with the Property;

(b) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Property and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property, to the center line thereof, and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Property and every part and parcel thereof, with all appurtenances thereto;

(c) Fixtures and Personal Property. All machinery, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Debtor (or in which Debtor has or hereafter acquires an interest) and now or hereafter located upon, or appurtenant to, the Property or used or useable in the present or future operation and occupancy of the Property, along with all accessions, replacements, betterments or substitutions of all or any portion thereof (collectively, "Personal Property");

(d) Leases and Rents. All leases, subleases, licenses and other agreements granting others the right to use or occupy all or any part of the Property together with all restatements, renewals, extensions, amendments and supplements thereto ("Leases"), now existing or hereafter entered into, and whether entered before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, and all of Debtor's right, title and interest in the Leases, including, without limitation (i) all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith ("Lease Guaranties"), (ii) all cash, notes, or security deposited thereunder to secure the performance by the tenants of their obligations thereunder ("Tenant Security Deposits"), (iii) all claims and rights to the payment of damages and other claims arising from any rejection by a tenant of its Lease under the Bankruptcy Code ("Bankruptcy Claims"), (iv) all of the landlord's rights in casualty or

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condemnation proceeds of a tenant in respect of the leased premises ("Tenant Claims"), (v) all rents, ground rents, additional rents, revenues, termination and similar payments, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Property (collectively with the Lease Guaranties, Tenant Security Deposits, Bankruptcy Claims and Tenant Claims, "Rents"), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, (vi) all proceeds or streams of payment from the sale or other disposition of the Leases or disposition of any Rents, and (vii) the right to receive and apply the Rents to the payment of the Debt and to do all other things which Debtor or a lessor is or may become entitled to do under the Leases or with respect to the Rents;

(e) Condemnation Awards. All awards or payments, including interest thereon which may heretofore and hereafter be made with respect to the Property or other Collateral, whether from the exercise of the right of eminent domain (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property or other Collateral;

(f) Insurance Proceeds. All proceeds of, and any unearned premiums on, any insurance policies covering the Property or any other Collateral, including, without limitation, the exclusive right to receive and apply the proceeds of any claim awards, judgments, or settlements made in lieu thereof, for damage to the Property or other Collateral;

(g) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in Taxes, including, without limitation, rebates as a result of tax certiorari or any other applications or proceedings for reduction. (For purposes hereof, "Taxes" means all real estate taxes, government assessments or impositions, lienable water charges, lienable sewer rents, assessments due under owner association documents, ground rents, vault charges and license fees for the use of vaults chutes and all other charges, now or hereafter levied or assessed against the Property);

(h) Operating Agreements. All contracts (including, without limitation, service, supply, maintenance and construction contracts), registrations, franchise agreements, permits, licenses (including, without limitation, liquor licenses, if any, to the fullest extent assignable by Debtor), plans and specifications, and other agreements, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property, or respecting any business or activity conducted by Debtor from the Property, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default (as defined in the Loan Agreement) remains uncured, to receive and collect any sums payable to Debtor thereunder;

(i) Rate Cap Agreements. All interest rate cap agreements, swaps or other interest hedging agreements now or hereafter executed with respect to the Loan or to guard against interest rate exposure in connection with the Loan, if any;

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(j) Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, books and records, goodwill, and all other general intangibles relating to or used in connection with the operation of the Property and other Collateral;

(k) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property (including, without limitation, the Debtor's Operating Account as defined in the Loan Agreement and all reserves, escrows, deposit accounts and lockbox accounts established pursuant to the Loan Agreement), together with all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property from time to time held therein, and all proceeds, products, distributions, dividends or substitutions thereon or thereof;

(l) Rights to Conduct Legal Actions. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property or any other Collateral and to appear in and defend any action or proceeding brought with respect to the Property or any other Collateral;

(m) Proceeds. All proceeds and profits arising from the conversion, voluntary or involuntary, of any of the foregoing into cash (whether made in one payment or a stream of payments) and any liquidation claims applicable thereto; and

(n) Rights. Any and all other rights of Debtor in and to the items set forth in the foregoing subsections (a) through (m), inclusive, and in and to the Property and other Collateral.

For purposes of the foregoing, "Loan Agreement" means the Loan Agreement dated _____, _____ between Debtor, as borrower, and Secured Party, as lender, as hereafter may be amended, restated or supplemented from time to time. Any defined terms used in this Exhibit and not expressly defined herein have the meaning provided in the Loan Agreement.