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Doc#: 0501422178
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 01/14/2005 11:10 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

KATTEN MUCHIN ZAVIS ROSENMAN
525 WEST MONROE STREET, SUITE 1900
CHICAGO IL 60661-3693
ATTN: WILLIAM F. BAARSMA

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
NOBLE STAR TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF THAT *

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

55 EAST JACKSON, 5TH FLOOR CHICAGO IL 60604 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 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/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1 BANK ONE PLAZA CHICAGO IL 60600 USA

4. This FINANCING STATEMENT covers the following collateral:

* CERTAIN TRUST AGREEMENT DATED DECEMBER 30, 2004 AND KNOWN AS TRUST NUMBER 04-7869

ALL ESTATE, RIGHT, TITLE, INTEREST, CLAIM AND DEMAND WHATSOEVER WHICH DEBTOR NOW HAS OR HEREAFTER ACQUIRES, EITHER IN LAW OR IN EQUITY, IN POSSESSION OR EXPECTANCY, OF, IN AND TO THE COLLATERAL AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, WHICH COLLATERAL IS SITUATED ON OR USED IN CONNECTION WITH THE REAL PROPERTY DESCRIBED IN EXHIBIT B, EACH OF WHICH IS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR ALL PURPOSES.

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) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILE WITH COOK COUNTY, ILLINOIS

917.0.21

11/30/04

1ST AMERICAN TITLE CO. #

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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 **NORTH STAR TRUST COMPANY, AS TRUSTEE ***

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

*** UNDER THE PROVISIONS OF THAT CERTAIN
TRUST AGREEMENT DATED DECEMBER 30, 2004
AND KNOWN AS TRUST NUMBER 04-7869**

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. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'S/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 B ATTACHED HERETO AND BY
THIS REFERENCE MADE A PART HEREOF.**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description.

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

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

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EXHIBIT A TO UCC FINANCING STATEMENT

Collateral Description

Attached to and being a part of UCC Financing Statement from NORTH STAR TRUST COMPANY, as Trustee under the provisions of that certain Trust Agreement dated December 30, 2004 and known as Trust Number 04-7869, Debtor, to JPMORGAN CHASE BANK, N.A., a national banking association, Secured Party.

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in that certain Loan Agreement between Salt Creek LLC, Sun Annex LLC, North Star Trust Company, as Trustee under the provisions of that certain Trust Agreement dated December 30, 2004 and known as Trust Number 04-7869, and Gerald Lee Nudo, Laurence H. Weiner, Elliot M. Weiner and Anne B. Voshel, as Borrowers and Secured Party, as Lender (the "Loan Agreement").

All estate, right, title, interest, claim and demand whatsoever which Debtor now has or hereafter acquires, either in law or in equity, in possession or expectancy, of, in and to:

- (1) The real property described in Exhibit B attached hereto and made a part hereof (the "Land");
- (2) All buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements");
- (3) All materials, supplies, appliances, equipment (as such term is defined in the UCC, as hereinafter defined), apparatus and other items of personal property now owned or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures");
- (4) All goods, inventory, accounts, general intangibles, software, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and supporting obligations, as each such term is presently or hereafter defined in the UCC, and all other personal property of any kind or character, now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property (as hereinafter defined), including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and

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development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Personalty**");

(5) All reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Debtor with respect to the Mortgaged Property;

(6) All plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**");

(7) All leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "**Leases**");

(8) All of the rents, revenues, income, proceeds, profits, security and other types of deposits, lease cancellation payments and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling, terminating the occupancy of or otherwise enjoying the Mortgaged Property (the "**Rents**");

(9) All other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Property Agreements**");

(10) All rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(11) All accessions, replacements and substitutions for any of the foregoing and all proceeds thereof;

(12) All insurance policies (regardless of whether required by Secured Party), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor;

(13) All mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property;

(14) The rights of Debtor under any Rate Management Transaction (as defined in the Loan Agreement); and

(15) Any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty.

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As used in this Financing Statement, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein, wherever located.

The term "UCC" shall mean The Uniform Commercial Code as enacted and in effect in the state where the Land is located (and as it may from time to time be amended); provided that, to the extent that the UCC is used to define any term herein or in any other Loan Document and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided further, however, that if, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, any security interest herein granted is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the state where the Land is located, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for the purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

Property of Cook County Clerk's Office

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EXHIBIT B TO UCC FINANCING STATEMENT

Legal Description

THAT PART OF LOTS 1 AND 2, LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2 THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY LINE OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT NO. 89357915, IN COOK COUNTY, ILLINOIS.

Property Name: Enterprise Office I
Street Address: 2205-2255 Enterprise Drive
Westchester, Illinois 60154

PIN: 15-30-205-004

Clerk's Office