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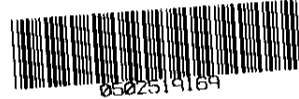
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
JANET R. HEINTZ 630-218-8000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE INLAND REAL ESTATE GROUP, INC.
2901 BUTTERFIELD ROAD
OAK BROOK, ILLINOIS 60523



Doc#: 0502519169
 Eugene "Gene" Moore Fee: \$36.00
 Cook County Recorder of Deeds
 Date: 01/25/2005 03:24 PM Pg: 1 of 7

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
VICTORIAN STREAMWOOD, L.L.C.

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2901 BUTTERFIELD ROAD OAK BROOK IL 60523 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC ILLINOIS 0131473-4 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
INLAND MORTGAGE CORPORATION

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2901 BUTTERFIELD ROAD OAK BROOK IL 60523 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF THE PERSONAL PEROPERTY DESCRIBED ON EXHIBIT B WHICH IS LOCATED NOW OR IN THE FUTURE ON THE PROPERTY LEGALLY DESCRIBED ON EXHIBIT A AND COMMONLY KNOWN AS VICTORIAN PARK APARTMENTS, STREAMWOOD, ILLINOIS

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 (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

COOK COUNTY RECORDER

123438 9 of 9 PP
OEC

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Exhibit A

Legal Description

PARCEL 1:

LOTS 1 THROUGH 16, INCLUSIVE AND LOTS 46 AND 47 IN ESTATE PARK UNIT ONE, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1986 AS DOCUMENT 86625541, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 33 THROUGH 45, INCLUSIVE AND LOT 48 IN ESTATE PARK UNIT TWO, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1986 AS DOCUMENT 86625542 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 17 THROUGH 32, INCLUSIVE AND LOT 49 IN ESTATE PARK UNIT THREE, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1986 AS DOCUMENT 86625543, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

The collateral consists of all right, title and interest of the Debtor in and to that certain lot, piece or parcel of land together with all buildings and improvements of every kind and description, heretofore or hereafter erected or placed thereon, situate, lying and being in the City of Streamwood, County of Cook and State of Illinois, as bounded and legally described in Exhibit A attached hereto and made a part hereof ("Premises") and commonly known as Victorian Park Apartments, Streamwood, Illinois, including, without limitation, the following:

(a) all and singular the tenements, hereditaments, privileges, easements, rights of way, strips and gores of land, licenses and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, revenues, income, receipts, issues and profits thereof, and also all the estate, right, title, interest, property, claim and demand whatsoever of the Debtor, of, in and to the same and of, in and every part and parcel thereof;

(b) all right, title and interest of the Debtor, if any, in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Debtor; in and to the land lying in the bed of any street, road, alley or avenue, opened or proposed or hereafter vacated, in front of or adjoining the Premises to the center line thereof or used to provide a means of access to the Premises; in and to adjacent sidewalks, alleys, streets and vaults and all underground and overhead passageways; and any and all rights and interests of every name and nature now or hereafter owned by the Debtor forming a part of and/or used in connection with the Premises and/or the operation and convenience of the buildings and improvements located thereon; and in and to the air space and the rights of use thereof above the Premises; and in and to water and mineral rights;

(c) all machinery, apparatus, equipment, fittings, fixtures, building materials, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises (hereinafter called "Equipment") and now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus and electronic monitoring equipment, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, all window and structural cleaning rigs, computer and data processing systems, software and hardware, and all renewals, replacements or articles in substitution therefor of any of the Equipment and all of the right, title and interest of the Debtor in and to any Equipment which may be subject to any title retention or security agreement. It is understood and agreed that all Equipment is appropriated to the use of the Premises and, whether affixed or annexed or not, for the purpose of this Financing Statement shall be deemed conclusively to be conveyed hereby;

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(d) all awards or payments, judgments, settlements and other compensation hereafter made including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (i) the exercise of the right of condemnation or eminent domain, or (ii) the alteration of the grade of any street, or (iii) any other injury to or decrease in the value of the Premises or to any part thereof or any building or other improvement now or hereafter located thereon or easement or other appurtenance thereto to the extent of all amounts which may be secured by this Financing Statement at the date of receipt by the Secured Party of any such award or payment and of the counsel fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment;

(e) all leasehold estates, right, title and interest of Debtor in any and all leases, subleases, management agreements, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Premises and improvements or any portion thereof located thereon, now or hereafter existing or entered into including without limitation all security deposits and all deposits and escrows for real estate taxes;

(f) all goodwill, trade names, option rights, purchase contracts, books and records and general intangibles relating to the Premises, the improvements thereon or the Equipment and all accounts (as defined in the Uniform Commercial Code as presently or hereafter in effect), deposit accounts, letter of credit rights, contract rights, instruments, chattel paper (whether electronic or tangible) and other rights of Debtor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Debtor related to the Premises or the improvements thereon or the Equipment, and all accounts and monies held in possession of Secured Party for the benefit of Debtor;

(g) all rents, issues and profits, royalties, avails, income, proceeds and all other benefits derived or owned by Debtor directly or indirectly from the Premises or improvements thereof, including property tax or other tax refunds and utility refunds, rebates and deposits for so long and during all such times as Debtor may be entitled thereto (which are pledged primarily and on a parity with the Premises and not secondarily);

(h) all of any Debtor's right, title and interest in and to all construction contracts, general contractor contracts, subcontracts, architectural agreements, brokerage contracts, demolition contracts, engineering contracts, management contracts, service contracts, maintenance contracts, construction and other governmental consents, permits and licenses, certificates and agreements, surveys, plans, specifications, warranties, purchase orders and guarantees, bonds and letters of credit, and all amendments, modifications, supplements, and addenda thereto, which Debtor has, may have, or may subsequently directly or indirectly enter into, obtain or acquire in connection with the improvement, ownership, operation and maintenance of the Premises and the improvements to be constructed thereon;

(i) all licenses, permits, approvals, certificates and agreements with or from all boards, agencies, departments, governmental or otherwise, relating directly or indirectly to the ownership,

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use, operation or maintenance of the Premises, or the construction of improvements on the Premises, whether heretofore or hereafter issued;

(j) all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereinafter acquire in the Premises;

(k) all rights, interest and privileges the Debtor has or may have as developer, declarant, or sponsor under and to the documents relating to the condominium association which shall govern the project to be developed on the Premises, including but not limited to the Declaration of Condominium, Declaration of Covenants and Restrictions (or any similar documents), Articles of Incorporation and By-laws, management agreements, Condominium Association rules and regulations and all other condominium association documents; and

(l) (i) all sales contracts, and other agreements now or hereafter existing relating to the use or occupancy of the project located on the Premises, together with all amendments, modifications, extensions and renewals thereof (the "Contracts"); (ii) all cash deposits of purchasers under the Contracts and (iii) all letters of credits serving as deposits of purchasers under the Contracts and all letter-of-credit rights with respect thereto.

It being understood that the enumeration of any specific articles of property shall not exclude or be held to exclude any items of property not specifically mentioned. Products, proceeds, replacements, additions and substitutions of the foregoing collateral are also covered (including, without limitation, insurance, indemnity, warranty and guaranty proceeds).

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Exhibit B

PINS: Common Address (Victoria Park Apartments, all in the Village of Streamwood, Illinois):

06-14-425-001	21 N Park Blvd
06-14-425-002	29 N Park Blvd
06-14-425-003	130 Gant Circle
06-14-425-004	126 Gant Circle
06-14-425-005	116 Gant Circle
06-14-425-006	106 Gant Circle
06-14-425-007	96 Gant Circle
06-14-425-008	86 Gant Circle
06-14-425-009	76 Gant Circle
06-14-425-010	66 Gant Circle
06-14-425-011	54 Gant Circle
06-14-426-001	59 Gant Circle
06-14-426-002	69 Gant Circle
06-14-426-003	99 Gant Circle
06-14-426-004	109 Gant Circle
06-14-426-005	117 Gant Circle
06-14-426-006	139 N Park Blvd
06-14-426-007	69 Gant Circle
06-14-427-001	93 N Victoria Lane
06-14-427-002	87 N Victoria Lane
06-14-427-003	77 N Victoria Lane
06-14-427-004	63 N Victoria Lane
06-14-427-005	27 N Victoria Lane
06-14-427-006	15 N Victoria Lane
06-14-427-007	3 N Victoria Lane
06-14-428-001	6 N Victoria Lane
06-14-428-002	18 N Victoria Lane
06-14-428-003	32 N Victoria Lane
06-14-428-004	40 N Victoria Lane
06-14-428-005	48 N Victoria Lane
06-14-428-006	56 N Victoria Lane
06-14-428-007	68 N Victoria Lane
06-14-428-008	78 N Victoria Lane
06-14-428-009	86 N Victoria Lane
06-14-428-010	18 Victoria Lane
06-14-428-011	557 E Shagbark Lane
06-14-428-012	549 E Shagbark Lane
06-14-428-013	537 E Shagbark Lane

First American Title
Order # _____

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06-14-428-014 527 E Shagbark Lane

06-14-429-001 8 Gant Circle

06-14-429-002 20 Gant Circle

06-14-429-003 36 Gant Circle

06-14-429-004 46 Gant Circle

06-14-429-005 36 Gant Circle

06-14-430-001 47 Gant Circle

06-14-430-002 37 Gant Circle

06-14-430-003 15 Gant Circle

06-14-430-004 546 E Shagbark

06-14-430-005 556 E Shagbark

Property of Cook County Clerk's Office

First American Title
Order # _____