

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 01/31/2005 01:09 PM Pg: 1 of 5

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**ANDREW SACHS 312-782-9000**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**ANDREW SACHS, ESQ.  
 ROBBINS, SALOMON & PATT, LTD.  
 25 E. WASHINGTON, SUITE 1000  
 CHICAGO, ILLINOIS 60602**

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  
**BARRINGTON LAKES APARTMENTS, LLC**

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**2106 N. CLARK STREET CHICAGO IL 60640 USA**

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LLC** 1f. JURISDICTION OF ORGANIZATION **ILLINOIS** 1g. ORGANIZATIONAL ID #, if any **01381369**  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  
**NATIONAL CITY BANK OF THE MIDWEST, AS ADMINISTRATIVE AGENT\***

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**ONE NORTH FRANKLIN, SUITE 3600 CHICAGO IL 60605 USA**

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

SEE EXHIBITS A & B, ATTACHED HERETO.

\*FOR NATIONAL CITY BANK OF THE MIDWEST AND FIRST UNION COMMERCIAL CORPORATION, AND ANY OTHER PERSON OR ENTITY WHICH MAY AT ANY TIME OR FROM TIME TO TIME IN THE FUTURE BECOME A "LENDER" PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT BY AND AMONG BARRINGTON LAKES APARTMENTS, LLC, ADMINISTRATIVE AGENT AND LENDERS, AS MAY BE AMENDED AND/OR RESTATED FROM TIME TO TIME.

## Box 400-CTCC

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 FEE]  (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
**5484.65**

823 1653 LMT 01

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## EXHIBIT A

DEBTOR: BARRINGTON LAKES APARTMENTS, LLC, an Illinois limited liability company

SECURED PARTY: NATIONAL CITY BANK OF THE MIDWEST ("NCB"), AS ADMINISTRATIVE AGENT FOR NCB AND FIRST UNION COMMERCIAL CORPORATION

### DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

1. All fixtures, trade fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or intended to be used in connection with the Premises or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter used for similar purposes in the operation of each of the "Premises" (as described on Exhibit B hereto);

2. All right, title and interest of Debtor now or at any time hereafter existing, in and to all highways, roads, streets, allies and other public thoroughfares and all strips and gores adjoining or within the Premises or any part thereof;

3. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;

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4. All buildings, structures, improvements, plans of works and fixtures now or at any time hereafter located on the Premises and, without any further act, all extensions, additions, betterments, substitutions and replacements thereof;

5. Debtor's rights, title, and interest in all personal property used or to be used in connection with the operation of the Premises, including without limitation all goods, equipment and inventory located on the Premises or elsewhere, together with files, books of account, and other records, wherever located;

6. To the extent they are assignable, Debtor's rights, title, and interest in and to any and all contracts now or hereafter relating to the Premises executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies hereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, agreements and rights relating to construction on the Premises;

7. To the extent they are assignable, Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the operation of the Premises, including, without limitation, all management and other service contracts, certificates of need, the books and records, and the right to appropriate and use any and all trade names used or to be used in connection with such business;

8. To the extent they are assignable, all rights, privileges, permits, licenses, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any way appertaining to the Premises or to any property now or at any time hereafter comprising a part of the property subject to Debtor's mortgage to secured party; all right, title and interest of Debtor, whether now or at any time hereafter existing, and all reversions and remainder to the Premises and such other property;

9. Debtor's right, title, and interest in the rents, income, issues, royalties, revenues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts, and other agreements made or agreed to by any person or entity with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

10. Debtor's right, title, and interest in all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable, credit card receivables, lottery winnings and general intangibles relating to the Premises.

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11. All rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now hereafter located on the Premises or described in the mortgage securing the Premises, the use or occupancy thereof, or the business conducted thereon;

12. Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Premises and other property and interests subject to the mortgage from Debtor to Secured Party into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards;

13. All building materials and goods owned by Debtor which are procured or to be procured for use in or in connection with the Premises for the construction of additional premises, whether or not such materials and goods have been delivered to the Premises;

14. All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to the Premises or any part thereof or to any rights appurtenant thereto; and

15. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property, and any and all after acquired right, title or interest in and to any of the property described in this Exhibit A.

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## EXHIBIT B

### LEGAL DESCRIPTION OF PROPERTY

THAT PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 84 DEGREES, 34 MINUTES, 20 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 121.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1 DEGREE, 07 MINUTES, 40 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,066.44 FEET; THENCE NORTH 83 DEGREES, 02 MINUTES, 52 SECONDS WEST, A DISTANCE OF 1,010 FEET TO A POINT, SAID POINT BEING 1,276 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, OF THE SOUTH LINE OF SAID SECTION 6, THENCE SOUTH 63 DEGREES, 35 MINUTES, 34 SECONDS WEST, A DISTANCE OF 585 FEET TO THE MOST EASTERLY CORNER OF LOT 3 IN BARRINGTON SQUARE INDUSTRIAL CENTER UNIT 1, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, AFORESAID, AS PER THE PLAT THEREOF RECORDED NOVEMBER 20, 1970 AS DOCUMENT 21323708; THENCE SOUTH 35 DEGREES, 58 MINUTES, 55 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 194.24 FEET TO THE NORTH EAST CORNER OF LOT 4 IN SAID BARRINGTON SQUARE INDUSTRIAL CENTER UNIT 1; THENCE CONTINUING SOUTH 35 DEGREES, 58 MINUTES, 55 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 365.76 FEET TO AN ANGLE POINT IN SAID EAST LINE; THENCE SOUTH 37 DEGREES, 24 MINUTES, 22 SECONDS EAST, A DISTANCE OF 997.36 FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SECTION 6 WHICH IS 1,413.33 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 84 DEGREES, 34 MINUTES, 20 SECONDS EAST ALONG SAID SOUTH LINE OF SECTION 6, A DISTANCE OF 1,291.89 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTH 83 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 6, ALL IN COOK COUNTY, ILLINOIS.

Common address: 2200 Hassell Road, Hoffman Estates, Illinois

P.I.N.: 07-06-200-012-0000