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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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



Doc#: 0506303040
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/04/2005 10:41 AM Pg: 1 of 4

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
NGFY PROPERTIES LLC

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

1c. MAILING ADDRESS
2200 SOUTH LOOMIS CITY CHICAGO STATE IL POSTAL CODE 60608 COUNTRY USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LTD LIABILITY 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 0106-3073

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

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
COLE TAYLOR BANK

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

3c. MAILING ADDRESS
111 WEST WASHINGTON STREET CITY CHICAGO STATE IL POSTAL CODE 60602 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 RELATING TO THE REAL PROPERTY IDENTIFIED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

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. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA All Debtors Debtor 1 Debtor 2

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EXHIBIT A

Description of Collateral

DEBTOR: NGFY Properties LLC, an Illinois limited liability company

SECURED PARTY: Cole Taylor Bank, a state banking corporation

(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

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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 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;

(a) All machinery, equipment, apparatus, appliances, dies, patterns, furniture, furnishings, fixtures and supplies, whether now owned or hereafter acquired; and

(b) 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

(c) All proceeds, products, renewals, substitutions, replacements, additions and accessions to any of the other categories of collateral contained in this definition; and

(d) All other assets or property with respect to which Debtor has or may hereafter grant to Secured Party a lien or security interest.

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EXHIBIT B

Description of Collateral

DEBTOR: NGFY Properties LLC, an Illinois limited liability company

SECURED PARTY: Cole Taylor Bank, a state banking corporation

LOT 189 (EXCEPT THE SOUTH 53.64 FEET THEREOF), LOTS 190, 191, AND 192, AND THE SOUTH 75 FEET OF LOT 193 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-29-101-034-0000

Commonly known as: 2200 South Loomis Street
Chicago, Cook County, Illinois

Property of Cook County Clerk's Office