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Doc#: 0509422198
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 04/04/2005 10:52 AM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Pal Backman 612-305-2083

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO:
First American Title Insurance Co. **ER-LLE**
National Commercial Services
1900 Midwest Plaza West
801 Nicollet Mall
Minneapolis, MN 55402
MO 121452 MPLS (PB)

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
BUCA Restaurants 2, Inc.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1300 Nicollet Mall, Suite 5003 Minneapolis MN 55403

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL I.D.#, if any
Corporation Minnesota 7R-751 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 I.D.#, 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
Wells Fargo Foothill, Inc., as Arranger and Administrative Agent

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2450 Colorado Avenue, Suite 3000 West Santa Monica CA 90404 USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A for the collateral description and Exhibit A for the real property description, both of which are attached hereto and made a part hereof. This financing statement covers goods that are or are to become fixtures.

This financing statement is presented for filing in Cook County, 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 [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

UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

LA/1081196.1

Handwritten signature and initials

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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		
	BUCA Restaurants 2, Inc.		
OR	9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor 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 I.D.#, if any <input type="checkbox"/> None

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR 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 A attached hereto.

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

**The John Buck Company
One North Wacker Drive
Suite 2400
Chicago, IL 60606**

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 Estate

18. 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

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SCHEDULE A

Debtor:

BUCA Restaurants 2, Inc.
 1300 Nicollet Mall
 Suite 5003
 Minneapolis, Minnesota 55403

Secured Party:

Wells Fargo Foothill, Inc., as Arranger and
 Administrative Agent
 2450 Colorado Avenue
 Suite 3000W
 Santa Monica, CA 90404

All of the described property, rights, privileges, interests and franchises more particularly described in paragraphs (a) through (i) below:

(a) the Premises, as described in Exhibit A attached hereto;

(b) All and singular the tenements, hereditaments, easements, appurtenances, passages (and all waters, water courses and riparian rights, if any), pipes, conduits, electrical and other utility lines, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the Premises, including any other claim at law or in equity as well as any after acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, and all of the estate, right, title, claim or demand whatsoever of Debtor therein and in the streets, ways and areas adjacent thereto;

(c) All buildings and other improvements of every kind and description now or hereafter erected or placed on the Premises or any part thereof owned by the Debtor, and all of the right, title and interest of Debtor in and to all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures, Building Service Equipment, and all renewals or replacements thereof or articles in substitution therefor; it being mutually agreed that all the aforesaid property owned or to be owned by Debtor and placed by it on the Premises and such buildings and improvements shall, so far as permitted by law, be deemed to be affixed thereto and covered by this Financing Statement.

The term "Building Service Equipment" as used herein shall mean all apparatus, fixtures and articles of personal property owned by Debtor now or hereafter attached to or used or procured for use in connection with the operation or maintenance of any building, structure or other improvement located on or included in the Premises (except apparatus, fixtures or articles of personal property belonging to lessees or other occupants of such building or to persons other than Debtor unless the same be abandoned by any such lessee or other occupant or person), together with any and all replacements thereof and additions thereto;

(d) All of the estate, right, title and interest now owned or hereafter acquired by Debtor in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or in connection with the Premises;

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(e) All present and future leases and licenses of the Premises or of space in the buildings and improvements now or hereafter erected on the Premises (collectively "leases", and individually "lease") and the rents, revenues, income, issues and profits thereunder subject, however, to the right of Debtor to receive and use the same and to exercise all rights and privileges as landlord under all of the leases until an Event of Default shall have occurred and be continuing under any mortgage executed between Debtor and Secured Party, together with all the rights and privileges of the Debtor as landlord thereunder;

(f) All unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Debtor;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets;

(h) All transferable building service, building maintenance, construction, management and other similar agreements and contracts, written or oral, express or implied, now or hereafter entered into arising or in any manner related to the construction, design, improvement, use, operation, occupation, enjoyment, sale, conversion or other disposition (voluntary or involuntary) of the Premises, or the buildings and improvements now or hereafter located thereon, or any other interest in the Premises, or any combination thereof, including all property management agreements, sales contracts, contract deposits, earnest money deposits, prepaid items and payments due and to become due thereunder, and further including all payment and performance bonds, construction guaranties, warranties, construction contracts, architects agreements, general contract agreements, design agreements, engineering agreements; technical service agreements, architectural plans and specifications, sewer and water and other utility agreements, permits, approvals, licenses, building permits, service contracts, advertising contracts, purchase orders and equipment leases; and

(i) All proceeds and products of the foregoing of every type.

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Chicago (Rush/Grand) Illinois

EXHIBIT A

The property located at 520 North Michigan Avenue, Chicago, Illinois, as more particularly defined and described below.

The permanent real estate index number known as: 17-10-125-003 bears the following legal description:

THE WEST ½ OF LOT 2, ALL OF LOTS 3 AND 4 TOGETHER WITH THE NORTH 8 FT OF THE VACATED ALLEY SOUTH AND ADJACENT TO SAID LOTS 3 AND 4 AS PER DOCUMENT 99113749, IN BLOCK 17 IN KINZIES ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Notwithstanding any other provision set forth herein, this fixture filing encumbers only the debtor's leasehold interest in that portion of the above-described property that is leased by the debtor, and does not encumber the fee interest in such property.